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DEVELOPMENT AND FINANCING AGREEMENT

FOR

SPECIAL IMPROVEMENT DISTRICT

NO. 811 (SUMMERLIN VILLAGE 24)

BETWEEN

THE CITY OF LAS VEGAS, NEVADA

AND

THE HOWARD HUGHES CORPORATION

DEVELOPMENT AND FINANCING AGREEMENT

This Development and Financing Agreement (this “Agreement”) between the **CITY OF LAS VEGAS, NEVADA** (the “City”), a municipal corporation of the State of Nevada (the “State”) and **THE HOWARD HUGHES CORPORATION**, a Delaware corporation (the “Developer”) is made as of June 20, 2007.

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) 271.710, the City Council of the City (the “Council”) may enter into a written agreement with the owner of all assessable property within a proposed special improvement district containing the provisions stated herein; and

WHEREAS, the Developer represents and warrants that it is the sole legal owner of all of the assessable property (the “Property”) located within the proposed City of Las Vegas, Nevada, Special Improvement District No. 811 (Summerlin Village 24) (the “District”) (a legal description of the boundaries of which is attached hereto as Exhibit A) and that there are no liens or encumbrances on the Property except those noted on Exhibit B; and

WHEREAS, the Developer has filed a petition with the City to form the District; and

WHEREAS, the Council has authorized City staff to negotiate the form of this Agreement with representatives of the Developer; and

WHEREAS, the Developer proposes to construct and acquire certain improvements and to transfer those improvements to the City or other appropriate governments on the terms and conditions provided herein (a description of which improvements (including a list of the plans and specifications therefor) is attached hereto as Exhibit C (such improvements, including the land on which they are located and all appurtenances are referred to in this Agreement as the “Project”)); and

WHEREAS, the parties hereto propose to finance the Project pursuant to Chapter 271 of Nevada Revised Statutes (“NRS”), including NRS 271.710 through 271.730, through the issuance of bonds (the “Bonds”) payable from special assessments levied against assessable property in the District; and

WHEREAS, the Developer agrees that the City may create the District, levy the assessments against the Property, and for all other purposes relating to the District, proceed pursuant to the provisions of NRS 271.710.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
CONSTRUCTION

1.1 Project.

A. Construction and Transfer of Project. The Developer agrees to construct the Project in accordance with the full and detailed plans and specifications therefor, which are listed on Exhibit C hereto and are on file with the City Clerk, in accordance with the schedule set forth on Exhibit D hereto, which sets forth the anticipated date for the commencement of the construction of each phase of the Project and the estimated cost of the respective phases. The City shall not be required to accept or pay for any phase of the Project unless final construction drawings and specifications for that phase have been submitted to the City and the City, in its sole discretion, has approved such final construction drawings and specifications and any amendments and addenda thereto, and unless that phase is constructed in accordance with such approved final construction drawings and specifications and any approved amendments and addenda thereto. If the City disapproves any final construction drawings and specifications or amendments thereto, it shall provide the reason therefor to the Developer and the City and the Developer will meet to discuss changes which may be necessary to obtain City approval thereof. Within 10 days of the final inspection of and agreement to accept each phase of the Project by the City, the Developer shall transfer to the City or, if directed by the City, to the Las Vegas Valley Water District (“LVVWD”), the Nevada Department of Transportation, or other governmental entity (the “Applicable Government”), title in a form reasonably acceptable to the City or the Applicable Government to that phase of the Project, except for those portions of the real property on which that phase of the Project is located which are owned in fee by the City or the Applicable Government.

B. Title. At the time of transfer of title to any phase of the Project, the Developer will warrant that it has title thereto and that such phase of the Project is not subject to any mortgage, security interest, mechanics lien or any other encumbrances, except as shown on a preliminary title report with respect thereto which shall be delivered to the City or the

Applicable Government for its review and approval at least 20 days prior to the transfer of title to the City or the Applicable Government. In the event the City or the Applicable Government does not approve the preliminary title report, the City or the Applicable Government shall not be obligated to accept title from the Developer and the City shall not be obligated to pay the Developer for such phase of the Project until the Developer has cured all objections to title to that phase of the Project to the satisfaction of the City or the Applicable Government. The City or the Applicable Government shall be entitled to disapprove the preliminary title report only if it reveals a matter which, in the reasonable judgment of the City or the Applicable Government, could materially affect the City's or the Applicable Government's use and enjoyment of any part of the phase of the Project covered by the preliminary title report. The City or the Applicable Government shall notify the Developer of any objections to the preliminary title report within 20 days of receipt thereof. At the time of transfer of title, the Developer shall provide written lien releases from any contractor, subcontractor or materialman, or any other person who might have the right to file a mechanics lien on the property being transferred. The Developer agrees to defend the City's or the Applicable Government's title to the property being transferred against any claim of encumbrance whatsoever arising by or through the Developer or any of its predecessors in title or which is caused or created by the Developer, including any mechanics liens asserted in connection with the construction of the Project or the Developer's development of its property in the District.

C. Warranty of Workmanship and Materials. The Developer at the time of transfer shall warrant that the improvements have been constructed in accordance with the plans and specifications therefor which are listed on Exhibit C hereof, and all amendments and addenda thereto which have been approved by the City or the Applicable Government and the Developer and the specifications described in Section 1.1.D. below. The Developer agrees to remedy any defects in any phase of the Project and pay for any damage to other work resulting therefrom, which shall appear within 1 year from the date of transfer of title of that phase of the Project to the City or the Applicable Government.

D. Construction Specifications. The construction work performed pursuant to this Agreement is subject to the following additional specifications:

(1) The current edition of the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada, (the

“Standard Specifications”), and the Uniform Standard Drawing for Public Works' Construction, Clark County Area, Nevada (the “Standard Drawings”). Standard Specifications and Standard Drawings are on file in the office of the City Engineer at the City Hall, 400 Stewart Avenue, Las Vegas, Nevada and may be examined there without charge. The Standard Specifications may be purchased from the Regional Transportation Commission, 600 South Grand Central Parkway, Suite 350, Las Vegas, Nevada 89101;

(2) Summerlin Improvement Standards, Revised, February, 1993, on file with the City Department of Public Works, and any other revisions, additions or supplements thereto.

(3) The Supplemental General Conditions which are attached hereto as Exhibit E.

(4) The special conditions which are attached as Exhibit F.

E. Prevailing Wages. The requirements of NRS §§ 338.010 through 338.090 apply to all construction work to be performed under this Agreement. A copy of the prevailing wage acts for public works in the State of Nevada for Clark County, Nevada are attached as Exhibit G to this Agreement. The Developer agrees that neither it nor any subcontractor will pay less than the prevailing wage for any work performed under this Agreement. Developer is responsible for providing the State Labor Commission with all information required by NRS §§ 338.010 to 338.090, and otherwise responsible for all compliance requirements of those provisions of NRS.

F. Cost Estimates. At the time of commencement of construction of any phase of the Project as outlined in Exhibit D, the Developer shall furnish the City with an updated estimate of the cost of constructing that phase of the Project, in a form and substance satisfactory to the City. In addition, at the time any contract or change order is executed in connection with the construction of any phase of the Project, if as a result thereof, the estimate of the cost of the phase of the Project previously furnished increases, the Developer shall furnish the City with another updated estimate of such cost, in a form and with substance satisfactory to the City. If the updated estimated cost of that phase exceeds the smaller of (i) the price of that phase as shown on Exhibit D plus any allocation of Bond proceeds available therefor because of

a cost underrun on another phase or (ii) the amount of the proceeds of the Bonds available to pay the cost of that phase of the Project, as reasonably determined by the City taking into account any allocation of such Bond proceeds to the Project and to other phases of the Project, the Developer shall furnish to the City a performance bond and payment bond in an amount equal to the amount of such excess at the time of commencement of construction on that phase of the Project. That bond shall remain in effect until acceptance of that phase of the Project by the City or the Applicable Government.

G. Payments for Project. The City shall pay to the Developer for each phase of the Project, the purchase price of that phase as listed in Exhibit D at the time of transfer of title to that phase of the Project to the City or the Applicable Government provided that the City shall be obligated to pay such purchase price solely from the available proceeds of the Bonds, if any. At no time shall the aggregate amount paid by the City to the Developer pursuant to this Agreement exceed the reasonable actual costs to the Developer of the portions of the Project theretofore acquired and then being acquired, as reasonably determined by the City with reference to its prior experience with similar types of construction or otherwise. No payment shall be made for any phase of the Project which includes facilities to be transferred to an Applicable Government until those facilities are accepted by the Applicable Government. If the reasonable actual costs of a phase of the Project as reasonably approved by the City exceeds the price therefor as listed in Exhibit D, the City shall not be obligated to pay such difference unless and only to the extent that Bond proceeds are available to pay such excess because the aggregate City and Developer Incidental Expenses are less than the aggregate stated in Section 1.4, or the price paid for another phase of the Project that has already been completed and accepted by the City is less than the price listed for that phase of the Project as listed on Exhibit D or any combination of such factors.

H. Failure to Construct. In the event the Developer does not build a phase of the Project in accordance with the approved final construction drawings and specifications and any amendments and addenda thereto mentioned in subsection A above, or is late in completing a phase of the Project, the City may, at its option, proceed to build, complete, or rebuild as necessary that phase of the Project so that when completed that phase will be constructed in accordance with the approved final construction drawings and specifications and any amendments or addenda thereto. (If not then prepared, the City may proceed to prepare such

final construction drawings and specifications in accordance with the plans and specifications listed on Exhibit C hereto.) The City may apply the proceeds of the Bonds and amounts derived from any payment, performance or guarantee bond applicable to that phase of the Project to the costs of such building, completing or rebuilding (and of preparing construction drawings and specifications, if necessary). The price to be paid to the Developer as listed on Exhibit D for any phase of the Project which is built, completed or rebuilt, or for which construction drawings and specifications are prepared, under this subsection shall be reduced by the amount applied by the City to that phase of the Project pursuant to this subsection. If these amounts are insufficient, the City shall make demand on the Developer to pay the amount of the insufficiency and the Developer shall immediately pay the City the amount of the insufficiency. The Developer will be treated as being late in completing any phase of the Project if either (i) that phase of the Project has not been completed within the earlier of twelve months after a lot is sold in the District to a person who intends to use the lot for his or her residence, which lot is dependent for issuance of a certificate of occupancy on the incomplete improvement or eighteen months (or such longer period to which the parties hereto agree in writing) after a final subdivision map is recorded for any property in the District which requires the installation of any of the improvements which are contemplated to be installed in that phase of the Project, or (ii) that phase of the Project or any portion thereof has not been completed by the date on which completion thereof was required in any permit issued by any governmental agency (including the City) to the Developer or any other owner or developer of property in the District. Notwithstanding the foregoing, Developer shall not be deemed late in completing any phase of the Project under clause (ii) above to the extent that construction thereof is delayed as a result of occurrences beyond the control and without the fault or negligence of Developer, including without limitation, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, war, insurrection, sabotage, laws or orders of governmental, civil or military authorities, governmental restrictions and moratoria, riot, civil commotion and unavoidable casualty. In the event the Developer is delayed by such occurrences, the time within which the Developer must complete such phase of the Project shall be extended by a reasonable period of time not less than the actual number of days that Developer was delayed as a result of such occurrences, provided that the Developer recommences the construction of such phase at the

earliest possible date following the cessation of such occurrence and proceeds with due diligence toward the completion thereof.

I. Cost Overruns. The Developer is responsible for the payment of and agrees to pay all costs of construction which exceed the amount available for that purpose from the proceeds of Bonds. It is presently estimated that the Developer will be required to pay \$-0- pursuant to this subsection. When the sum of the amounts paid to the Developer pursuant to Section 1.5 hereof together with the amounts requested to be paid pursuant to Section 1.5 hereof equals or exceeds ninety percent of original principal amount of the Bonds, the Developer shall furnish the City a performance and payment bond or, in the discretion of the Developer, cash in an amount equal to the amount of the excess of the estimated costs of constructing the remaining phases of the Project over the amount of Bond proceeds available for such purpose.

1.2 Excess Bond Proceeds. In the event all of the construction of the Project is complete, accepted and payment therefor has been made in full by the City pursuant to Section 1.1 hereof, and all of the City's and Developer's Incidental Costs have been paid pursuant to Section 1.4 hereof, and there remain unexpended proceeds of the Bonds (including interest earned on such proceeds) which are not needed for any purpose related to the Project, the assessments or the Bonds, as determined by the City, the City and the Developer may, by agreement, amend the Project to include any other subprojects eligible for financing under Chapter 271 of NRS and the City's guidelines that benefit the property assessed in the District and such unexpended Bond proceeds may be expended on such additional subprojects. If no such amendment is made or if after such an amendment, there still remains unexpended Bond proceeds, these unexpended proceeds shall be applied as soon as is reasonably possible to reduce, pro rata, the next assessment installment payments on each parcel of property in the District with an appropriate cash payment to the owner of any assessed parcel whose assessment has been paid in full.

1.3 Oversizing.

A. Water Line Oversizing. The City shall not pay for any oversizing of water lines the cost of which is to be reimbursed to the Developer by LVVWD under any agreements between LVVWD and the Developer. The Developer agrees not to include the costs of any such oversizing in its cost estimates or final costs for any phase of the Project.

B. Sewer Line Oversizing. The City shall not pay under this Agreement for any oversizing of sewer lines, the cost of which is to be reimbursed to the Developer by the City under any other agreement with the Developer or otherwise. The Developer agrees not to include any such costs for oversizing sewer lines in its cost estimates or in final costs for any phase of the Project.

1.4 Incidental Expenses. The Developer and the City shall be entitled to be reimbursed for their incidental expenses (“Incidental Expense”) as follows:

A. Developer Incidental Expenses. The Developer shall be entitled to be reimbursed from Bond proceeds for the actual costs of the following estimated Incidental Expenses incurred and paid by the Developer, up to an amount of not exceeding \$278,500 (unless additional amounts are available from cost underruns on the Project or the City's Incidental Expenses): engineering expenses (estimated at \$50,000); legal expenses (estimated at \$25,000); cost of Phase I Environment Report (estimated at \$3,500); other non-construction costs associated with the District (estimated at \$25,000); and the deposit of \$175,000 made by the Developer for City's costs. The City will, upon presentation of evidence of payment of the foregoing expenses by the Developer and approval thereof by the City, pay to the Developer the cost incurred, but only from the available proceeds of the Bonds.

B. City Incidental Expenses. The City shall be entitled to pay the following Incidental Expenses directly from the proceeds of the Bonds and the deposit of \$175,000 made by the Developer for City costs, and any other monies provided to the City by the Developer for that purpose: (1) the cost of funding a reserve fund in the amount provided in Ordinance of the City authorizing the Bonds (the “Bond Ordinance”); (2) the fees and expenses of the assessment engineer and the cost to the City of that firm's services for construction inspection and testing (estimated to be \$485,000, which will be paid as the acquisition of the Project takes place, based on actual invoices received); (3) the City's cost of issuing the bonds, which is estimated to be \$634,000 and which includes the estimated fees and expenses of bond counsel (\$60,000), the trustee (\$5,500), the assessment collection agent (\$2,500), and financial consultant (\$40,000), the estimated cost of official statement printing and mailing (\$20,000), the other costs listed in the purchase contract for the bonds to be paid by the City including the estimated underwriter's discount (\$511,000), and the City's other actual expenses in connection with the issuance of the Bonds (\$15,000); (4) the cost of publications and notices (\$3,000); (5)

the estimated amount of the City's other costs of creating the District and administrating the acquisition and construction of the Project, including legal expenses (\$150,000); and (6) the costs of appraisal and absorption study for the District (estimated at \$36,025) If the deposit made by the Developer for City costs and the available Bond proceeds are not sufficient to pay the City's Incidental Expenses, the Developer shall, at the request of the City, pay the amounts needed.

1.5 Method of Payment. Payments made to the Developer, whether for the cost of a phase of the project or for reimbursement of Incidental Expenses (as described in § 1.4.A.), shall be made only on execution of a request for such payment signed by the Developer in the form attached as Exhibit L, by check or draft made out to the party designated in and mailed as provided in the form found at Exhibit L. The Developer agrees to not request a payment in an amount of less than \$200,000, except for the final payment. The City shall not be obligated to make any payment if after such payment the amount of Bond proceeds remaining is less than ten percent of the original principal amount of the Bonds unless the Developer has complied with Section 1.1.I. hereof.

1.6 City Authorized to Pay. The City is authorized to directly pay all expenses listed in § 1.4.B., without further authorization from the Developer, and shall provide to the Developer, at its request, with a copy of any invoice received with respect to those costs, or in the case of internal costs, other evidence of those costs.

ARTICLE 2

ASSESSMENTS; BONDS.

2.1 Procedure. The Developer agrees that the City may proceed to order that the Project be acquired and improved, issue the Bonds and otherwise finance the cost of the Project and levy assessments without complying with the provisions of NRS §§ 271.305 to 271.320, inclusive, 271.330 to 271.345, inclusive, 271.380 and 271.385 and the provisions of any law requiring public bidding or otherwise imposing requirements on public contracts, projects, works or improvements including without limitation chapter 332, 338 and 339 of NRS except as specifically provided in NRS 271.710. The Developer agrees that the Council may create the District, levy assessments and for all other purposes relating to the District proceed pursuant to the provisions of NRS 271.710.

2.2 Financing. The City agrees to proceed with the financing of the improvements by levying assessments against the Property in the District and issuing the Bonds in the manner described herein, and in the proposed forms of the City documents, all of which are listed on Exhibit H and are on file with the City Treasurer (the “City Documents”). The City has not agreed to pay the Bonds from the sources named in NRS 271.495.

2.3 Assessment Roll. The City will levy assessments against all the property in the District as provided in the assessment ordinance, and the amount of the assessments against each parcel of property in the District will not exceed that listed in the assessment roll attached hereto as Exhibit I. The final amount of the assessment against each parcel shall be determined in the sole discretion of the City based upon the information provided by the Developer pursuant to Section 1.7 hereof.

2.4 Assessment Installments. Pursuant to Section 271.405(2), NRS, the Developer hereby elects to pay the assessments against all the property in the District in installments, with interest thereon as provided in the assessment ordinance. There will be fifty six (56) substantially equal semiannual installments due, which substantially equal semiannual installments will include principal and interest. The Developer waives the right to pay the whole assessment within 30 days after the effective date of the assessment ordinance.

2.5 Interest Rate. The interest rate on the assessments will be a fixed interest rate which will be fixed by the City at a rate that is not greater than one percentage point above the highest interest rate on any of the Bonds. Any interest received that is not used to pay the principal and interest on the Bonds will be used to pay the reasonable administrative and other expenses of the City in connection with the Bonds, the assessments and the Project, and to the extent not so used shall be refunded to the property owners as required by NRS after the Bonds are paid in full. The interest rate on the Bonds shall not exceed by more than three percent the Index of Twenty Bonds which was most recently published before the bids on the Bonds are received or the negotiated offer on the Bonds is accepted.

2.6 Installment Due Dates. Assessment installments shall bear interest at the rate specified as provided in Section 2.5 hereof from the date specified in the assessment ordinance, until paid in full. Fifty six (56) fully amortized assessment installments of principal and interest will be due on April 1 and October 1 of each year, commencing and ending on the dates set forth in the assessment ordinance to be hereafter adopted. The assessments will

otherwise be payable as provided in the assessment ordinance. The payment dates and amounts of the installments may be altered and other terms of payment on the assessment may be changed as is provided in the assessment ordinance in the case of a refunding of the Bonds.

2.7 Bond Reserve. A reserve fund (the “Bond Reserve”) in an amount as specified in the Bond Ordinance, to be hereafter adopted, will be created with the proceeds of the Bonds. The Bond Reserve will be used as additional security for the Bonds to pay any principal and interest on the Bonds when due, if the payments of the assessment installments are insufficient for that purpose, and the Bond Reserve and any interest and investment thereon will otherwise be used as provided in the Bond Ordinance. The City may amend the City Documents to provide for other uses of the Bond Reserve in connection with a refunding of the Bonds and the owners of the property assessed in the District have no entitlement to any amounts in the Bond Reserve.

2.8 Waiver. The Developer agrees that all of the property owned by it in the District is benefited by the improvements proposed to be acquired and constructed in the District by an amount at least equal to the maximum amount proposed to be assessed against those properties listed in the assessment roll attached as Exhibit I, agrees to the City's assessing those properties in the amounts listed in the assessment roll and waives any and all formalities required by the laws of the United States and the State of Nevada in order to impose such assessments. The Developer consents and agrees to the assessments listed in the assessment roll for the District and agrees that those assessments may be made regardless of whether any or all of the improvements proposed to be acquired and constructed as described herein are in fact acquired and constructed or any provisions of Article 3 hereof are followed and agrees that the City may proceed to collect and enforce the assessments in the manner described herein and in the City Documents regardless of whether it completes the acquisition or construction of the improvements or complies with Article 3 hereof. The Developer waives all powers, privileges, immunities and rights as against the City or the District arising from or following from irregularities or defects, if any, occurring in connection with or ensuing from the actions, proceedings, matters and things heretofore taken or hereafter to be taken had and done by the City, the City Council and the officers of the City (including, without limitation, the proper description of all property which the Developer may own within the District and the giving of proper notices of the proceedings relating to the District) concerning the creation of the District

and the levying of special assessments to defray the cost and expenses of the improvements in the District. The Developer consents and agrees to be bound and consents and agrees that all property in the District owned by the Developer be bound and be subject to the assessment lien as thoroughly and effectively as if all actions, proceedings, notices, matters and things had been taken and done free from irregularities. The Developer also represents and warrants that in the Developer's reasonable opinion that the market value of each parcel owned by it in the District exceeds the amount of the maximum assessment proposed to be made against each such parcel. The Developer agrees that its property is benefited by at least the amounts listed in the assessment roll by the installation of the Project without regard to the availability of water, sewage treatment capacity, other utilities, or any combination thereof.

ARTICLE 3

MISCELLANEOUS.

3.1 Federal Tax Covenant. The Developer covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Developer or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under § 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"); or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in § 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under § 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect until the date on which all obligations of the City in fulfilling the tax covenant contained in the bond ordinance have been met.

3.2 City Documents; Continuing Disclosure.

A. City Documents. The Developer agrees to all provisions of the City Documents listed in Exhibit H in the form on file with the City Clerk with such changes therein as are approved by the City and the Developer. Any City Documents not now on file and changes to or additions to the City Documents must be approved by the City and the Developer. The City may amend the City Documents without obtaining the approval of the Developer

whenever the outstanding assessments on property owned by the Developer in the District represent less than 40% of the aggregate outstanding assessments on property in the District, but the City may not increase an assessment against the Developer's property without the Developer's consent.

B. Continuing Disclosure. The City and the Developer agree to execute a continuing disclosure agreement or certificate in a mutually acceptable form prior to the issuance of the Bonds obligating each party to make certain disclosures on an ongoing basis as required under Rule 15c2-12 of the United States Securities Exchange Commission. If the parties are unable to agree on a form of agreement or certificate, the Bonds will not be issued unless they qualify for an exemption from Rule 15c2-12.

3.3 No Guarantee of Water or Sewer Capacity. Nothing in this Agreement or any other document involving the District, nor the installation by way of the District of, or the assessment of the property within the District for, the water and sewage facilities shall be taken as a guarantee, promise or representation that water or sewage treatment capacity will be made available to the property in the District.

3.4 Permits. The Developer hereby represents and warrants to the best of its knowledge, after reasonable investigation, that it has all governmental or other permits required to proceed with development of its property and the Project and it has paid all fees relating thereto and any other fees owing with respect to the Project, except as listed in Exhibit J. The Developer covenants that it will obtain those permits it does not now have when needed, promptly upon its obtaining knowledge that such permits are needed, and pay all fees due. There is no impediment, to the Developer's knowledge, to proceeding with the Project to completion and proceeding with the development of the land owned by the Developer in the District.

3.5 Permitted Investments. Any funds invested by the City under this Agreement may be invested in any investment that would be lawful for the City under the provisions of Chapters 355 and 356 of NRS.

3.6 Indemnification and Defense of Suits.

A. Indemnification. The Developer agrees to protect and indemnify and hold the City, its officers or employees and agents and each of them harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the City, its officers, employees or agents or any combination thereof

may suffer or which may be sought against or recovered or obtained from the City, its officers, employees or agents or any combination thereof as a result of or by reason of or arising out of or in consequence of (i) the acquisition, construction or financing of the Project by the City pursuant to this Agreement, (ii) any environmental or hazardous waste conditions (a) which existed on any property which is part of the Project at any time prior to final acceptance of the Project by the City or an Applicable Government or which was caused by the Developer or (b) which existed on any of the property which is assessed at any time while the Developer owned the property or which was caused by the Developer, provided said condition was not caused by the deliberate action of the City; or (iii) any act or omission negligent or otherwise of the Developer or any of its subcontractors, agents or anyone who is directly employed by or acting in concert with the Developer or any of its subcontractors, or agents, in connection with the Project or the District. This Section 3.6 is not intended and shall not be construed to be a warranty of the construction, workmanship or of the materials or equipment incorporated in the Project; it being agreed that the Developer's only warranty of such matters to the City is as stated in Section 1.1. It is further agreed that the indemnity of the Developer to the City shall not extend to any claims that result from acts or omissions of the City, its officers, employees, agents or contractors in connection with the operation, maintenance and repair of the Project.

B. Defense of Suits. The Developer agrees that it shall at its sole cost and expense defend (including, without limitation, by paying the cost of attorneys selected by the City to assist in such defense) the City, its officers, employees and agents and each of them in any suit or action that may be brought against it or any of them by reason of the City's involvement in the Project and the financing thereof or any act or omission negligent or otherwise against the consequences of which the Developer has agreed to indemnify the City, its officers, employees or agents. If the Developer fails to do so, the City shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense including any attorneys' fees or court costs to and recover the same from the Developer.

C. No Indemnification in Certain Circumstances. No indemnification is required to be paid by the Developer for any claim, loss or expense arising from the willful misconduct or gross negligence of the City or its officers or employees.

D. Survival of Indemnification. The provisions of this section shall survive the termination of this Agreement. It is not intended by the parties hereto that this

indemnification provision revive any claim of or extend any statute of limitations which has run against, any third party.

3.7 Insurance.

A. Developer shall procure and maintain, during the course of this Agreement, general liability, auto liability, property, and professional insurance as necessary to meet the financial obligations and liability of Developer assumed in this section. Said policies shall include coverage limits of not less than \$2,000,000 per occurrence. The City shall be added as an additional insured on all policies and certificates of insurance and endorsements for each insurance policy signed by a person authorized by the insured to bind coverage and shall be provided to the City prior to any work occurring after the execution of this Agreement.

B. Developer shall also procure and maintain workers compensation insurance on each of their employees in accordance with the laws of the State and shall require that all persons with whom they contract to perform any work in connection with the Project also procure and maintain that insurance for each person employed to perform work on or services for the Project.

C. All contracts entered into by Developer for the completion of work or professional services required pursuant to this Agreement shall contain indemnification and insurance clauses to protect the City's interest. Said coverages shall meet or exceed City "Minimum Standards" as required in the design and construction agreements as if contracts were entered into directly with City. A copy of such City "Minimum Standards" may be obtained from the Regional Transportation Commission.

3.8 No Third Party Beneficiary. None of the provisions of this Agreement is intended to constitute the owners of property assessed, the general public, or any member thereof, a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries or project damage pursuant to this Agreement.

3.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns. No assignment of this Agreement or any right or obligation hereunder by either party hereto shall be valid unless the other party hereto consents to such assignment in writing.

3.10 Inspection of Books. The City will permit the Developer to inspect its books and records pertaining to the District, including but not limited to information relating to bond principal outstanding, interest disbursements, administrative costs and fund balances.

3.11 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement of the parties hereto. This Agreement may be modified by the parties hereto but only by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

3.12 Further Assurances. The Developer and the City agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as the other may reasonably require or deem advisable to carry into effect the purposes of this Agreement or to better assure and confirm unto the other its rights, powers, and remedies hereunder. The Developer shall execute all consents, certificates and other documents which the City or bond underwriter reasonably request in connection with the sale of the bonds.

3.13 Obligations of Developer; Guarantee. The obligations of the Developer under Articles 1 and 3 hereof are obligations of the Developer upon which the Developer is personally liable and which are also secured by the guarantee attached hereto as Exhibit M. The obligations to pay assessments in Article 2 pertain only to the land owned by the Developer in the District and are not personal obligations of the Developer.

3.14 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepared, addressed as follows:

If to the City:

City of Las Vegas, Nevada
c/o City Manager
400 Stewart Avenue, 10th Floor
Las Vegas, Nevada 89101

If to the Developer:

The Howard Hughes Corporation
c/o Kevin T. Orrock
10000 West Charleston
Las Vegas, Nevada 89135

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works, Treasurer, and City Attorney at:

Director of Public Works
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

City Treasurer
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

and

City Attorney
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

If notice hereunder is given to the Developer, a copy should be forwarded by first-class mail, postage prepaid, to the Developer's general counsel at:

The Howard Hughes Corporation
10000 West Charleston
Las Vegas, Nevada 891135
Attn: General Counsel

3.15 No Waivers. No failure or delay on the part of either party in enforcing any provision shall operate as a waiver thereof, nor shall any single or partial enforcement of any provision hereof preclude any other or further enforcement or the exercise of the same or any other right, power or remedy the either party may have.

3.16 Attorney Fees. If the City incurs attorneys' fees or expenses or any other fees and expenses in connection with the actual or overtly threatened breach by the Developer of any provision hereof or in enforcing the provisions hereof, the City shall be entitled to recover such fees and expenses from the Developer.

3.17 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the City and

Developer agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

3.18 Construction; Time. The language of this Agreement shall be construed as a whole according to its fair meaning and intent and not strictly for or against any party. Both parties were represented by counsel in the negotiation of this Agreement, and this Agreement shall be deemed to have been drafted by both of the parties. Time is of the essence of this Agreement and all terms, provisions, covenants, and conditions hereof.

3.19 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The City and the Developer agree to be bound to the nonexclusive jurisdiction of any court of the State located in Clark County or the United States District Court for the State for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, at the election of the party initiating any such suit, action or other proceeding, which is brought by or against the Developer or the County and the parties each hereby irrevocably agree that all claims in respect of any such suit, action or proceeding may be heard and determined by such court.

3.20 No City Obligation. Nothing herein obligates the City to expend any money other than funds derived from the sale of the Bonds and amounts received from the investment thereof and receipts from the assessments made against the property in the District. Nothing herein obligates the City to issue the Bonds, however, the obligations of the Developer hereunder (except as provided in the following sentence) are contingent on the issuance of the Bonds by the City. If the Bonds are not issued by December 31, 2007 for any reason, this Agreement may be terminated by either party, but the Developer shall be responsible for payment of all of the costs incurred by Developer and by the City prior to that date. The amount of such costs incurred by the City shall not be contestable or appealable, absent fraud or gross abuse of discretion. The Developer shall pay to the City the costs submitted in the City's statement within thirty (30) days after receiving notice of the amount of the costs.

3.21 Term of Agreement. Except as otherwise provided in Sections 3.1 and 3.6 hereof, this Agreement shall be in effect from the date and year first mentioned above until the later of (i) the date all of the Bonds (including through a series of refundings) have been

retired or (ii) the date on which all of the assessments against property in the District have been paid in full.


3.22 Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

3.23 Conveyance Restriction; Recording. The Developer agrees not to convey any parcel, lot or real property interest in any of the Property in the District to any party until after this Agreement has been recorded in the office of the County Recorder. The City agrees to record this Agreement within 5 days of its execution by all parties. Recording shall have the effect provided in Subsection 2 of NRS 271.720 and shall make Article 2 of this Agreement binding on all persons or entities who acquire any of the property in the District before the assessments and Bonds are paid in full.

3.24 Disclosure to Transferees. The Developer agrees to inform any transferee of property in the District who acquires title from the Developer of the existence of the assessments and to obtain from any such transferee of any property in the District, which can be legally subdivided into smaller parcels, a covenant to give to each homebuyer transferee a disclosure statement in substantially the form attached hereto as Exhibit K, and to use its best efforts to obtain the homebuyer's signature on that statement and return a copy of it to the City.

IN WITNESS WHEREOF the City and the Developer have caused this Development and Financing Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA



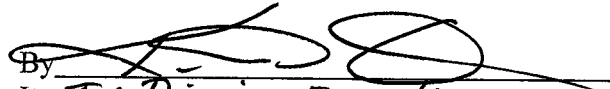
OSCAR B. GOODMAN, Mayor

(SEAL)



BEVERLY K. BRIDGES, CMC,
City Clerk

THE HOWARD HUGHES CORPORATION

By 
Its Top Division Executive

Approved as to form:

W. Z. Henry 21 JUNE 07
Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on June 25, 2007,
by Oscar B. Goodman as Mayor of the City of Las Vegas.

(SEAL)



Stacey Campbell
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on June 25, 2007 by
Beverly K. Bridges, CMC, as City Clerk of the City of Las Vegas.

(SEAL)



Stacey Campbell
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on June 11, 2007 by
Kevin T. Orrock, as Top Division Executive of The Howard Hughes
Corporation.

(SEAL)



Stella Clark Notary Public

Exhibit A

District Boundary Description

A PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS TOGETHER WITH THE MAPPED AREA OF "SUMMERLIN VILLAGE 24 UNIT NO. 1" ON FILE IN BOOK 131, PAGE 29 OF PLATS IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN SECTION 33 AND THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M, TOGETHER WITH THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3 AND THE NORTH HALF (N 1/2) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3 AS SHOWN BY SAID PARCEL MAP;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, SOUTH 89°17'20" WEST, 2521.17 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 40°49'30" WEST, 957.02 FEET;

THENCE NORTH 34°24'52" WEST, 228.98 FEE;

THENCE SOUTH 90°00'00" WEST, 367.13 FEET;

THENCE NORTH 40°09'10" WEST, 328.70 FEET;

THENCE NORTH 40°25'07" EAST, 1231.39 FEET;

THENCE FROM A TANGENT BEARING NORTH 20°32'42" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 9500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 08°24'12", AN ARC LENGTH OF 1393.32 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 61°03'06" WEST;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 18°53'09", AN ARC LENGTH OF 988.86 FEET;

THENCE NORTH 10°03'45" EAST, 1094.88 FEET;

THENCE FROM A TANGENT BEARING NORTH 08°49'39" WEST, CURVING TO THE RIGHT ALONG THE ARC OF A 687.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 18°53'24", AN ARC LENGTH OF 226.50 FEET;

THENCE NORTH 10°03'45" EAST, 354.70 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET;

THENCE NORTH 10°03'45" EAST, 76.00 FEET;

THENCE SOUTH 79°56'15" EAST, 559.12 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 1138.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 24°53'33", AN ARC LENGTH OF 494.41 FEET;

THENCE SOUTH 55°02'42" EAST, 393.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1062.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 40°35'33", AN ARC LENGTH OF 752.40 FEET;

THENCE NORTH 84°21'45" EAST, 243.74 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 49.74 FEET;

THENCE NORTH 78°29'35" EAST, 58.68 FEET;

THENCE SOUTH 10°38'15" EAST, 1696.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.64 FEET;

THENCE SOUTH 53°04'23" EAST, 343.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AS DEDICATED TO NEVADA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED DECEMBER 06, 1988 IN BOOK 880606 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00481;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING THREE COURSES;

1) SOUTH 41°55'37" WEST, 236.82 FEET;

2) THENCE NORTH 82°46'06" WEST, 464.52 FEET;

3) THENCE SOUTH 07°13'54" WEST, 100.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AND CONTINUING SOUTH 07°13'54" WEST, 80.11 FEET;

THENCE SOUTH 83°24'53" WEST, 704.02 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 76°28'41", AN ARC LENGTH OF 667.40 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL 1 (FILE 91, PAGE 28 OF PARCEL MAPS) TO WHICH A RADIAL LINE BEARS NORTH 83°03'49" WEST;

THENCE ALONG SAID SOUTH LINE, NORTH 89°40'23" WEST, 960.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 504.97 ACRES.

Exhibit B
Title Exceptions

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. **SUBSEQUENT YEAR TAXES:** Taxes for the fiscal year 2007-2008 and subsequent years, a lien not yet due or payable.
Taxes for the fiscal year 2006-2007 are paid in full.

Parcel No. 137-22-000-015

Affects the herein described property with other property.
2. Any supplemental or recapture taxes under NRS Chapter 361, as amended, which may become a lien on the subject property by reason of increased valuations due to land use, improvements or otherwise.
3. Reservations and Easements in the patent from the United States of America, recorded SEPTEMBER 15, 1955, in Book 67 as Document No. 56941 and MARCH 27, 1956 in Book 88 as Document No. 73768, of Official Records.
4. Intentionally Omitted
5. Intentionally Omitted
6. Terms, covenants, conditions and provisions in an instrument entitled, "RESTRICTIVE COVENANT RUNNING WITH THE LAND", recorded DECEMBER 8, 1994, in Book 941208 as Document No. 00601, of Official Records.
7. Terms, covenants, conditions and provisions in an instrument entitled, "DEVELOPMENT AGREEMENT", recorded NOVEMBER 21, 1997, in Book 971121 as Document No. 00839, of Official Records.
8. Dedications and Easements as shown on the recorded Map referred to herein, in File 91 of Parcel Maps, Page 28, of Official Records.
9. Terms, covenants, conditions and provisions in an instrument entitled, "DECLARATION OF SPECIAL LAND USE RESTRICTIONS" recorded June 15, 2000 in Book No. 20000615 as Document No. 00714 of Official Records.

10. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded September 12, 2000, in Book 20000912 as Document No. 00917 of Official Records.
11. Terms, covenants, conditions and provisions in an instrument entitled, "DEVELOPMENT AND FINANCING AGREEMENT", recorded DECEMBER 13, 2000, in Book 20001213 as Document No. 00364, of Official Records.
12. Covenants, Conditions and Restrictions: In the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law as contained in the Declaration of Restrictions recorded January 23, 2001 in Book No. 20010123 as Document No. 01409 of Official Records.

Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon SUMMERLIN WEST COMMUNITY ASSOCIATION, including any unpaid delinquent assessment as provided therein.

NOTE: As of the date of this title report, the subject property has not been annexed to the above referenced Declaration.
13. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded March 9, 2001, in Book 20010309 as Document No. 00579 of Official Records.
14. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded February 25, 2002, in Book 20020225 as Document No. 01482 of Official Records.
15. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded March 7, 2002, in Book 20020307 as Document No. 01856 of Official Records.

16. The effect of the following Record of Survey performed by RANDY W. MROWCKI, filed in File 123 of Surveys at Page 9, recorded JUNE 24, 2002, in Book 20020624, as Document No. 1921 of Official Records.
17. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, CENTRAL TELEPHONE COMPANY (NEVADA DIVISION), A DELAWARE CORPORATION d/b/a SPRINT, for communication facilities, recorded March 26, 2003, in Book 20030326 as Document No. 00792 of Official Records.
18. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded April 4, 2003, in Book 20030404 as Document No. 0086 of Official Records.
19. Terms, covenants, conditions and provisions in an instrument entitled, "MUTUAL INGRESS-EGRESS EASEMENT", recorded August 7, 2003, in Book 20030807 as Document No. 01753, of Official Records.
20. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded February 6, 2004, in Book 20040206 as Document No. 01300 of Official Records.
21. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded May 6, 2004, in Book 20040506 as Document No. 0001206 of Official Records.
22. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded May 6, 2004, in Book 20040506 as Document No. 0001223 of Official Records.
23. The effect of the following Record of Survey performed by RANDY W. MROWICKI, filed in File 138 of Surveys at Page 65, recorded June 9, 2004, in Book 20040609, as Document No. 0001565 of Official Records.
24. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded July 6, 2004, in Book 20040706 as Document No. 0003431 of Official Records.

25. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded August 2, 2004, in Book 20040802 as Document No. 0004556 of Official Records.
26. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded May 12, 2005, in Book 20050512 as Document No. 0000835 of Official Records.
27. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded December 1, 2005, in Book 20051201 as Document No. 0001078 of Official Records.
28. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded January 3, 2006, in Book 20060103 as Document No. 0002369 of Official Records.
29. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CENTRAL TELEPHONE COMPANY, for communication lines, recorded February 1, 2006, in Book 20060201 as Document No. 0002208 of Official Records.
30. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of NEVADA POWER COMPANY, for electrical lines, recorded April 27, 2006, in Book 20060427 as Document No. 0004171 of Official Records.
31. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of CENTRAL TELEPHONE COMPANY, for communication lines, recorded August 4, 2006, in Book 20060804 as Document No. 0004986 of Official Records.
32. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded October 4, 2006, in Book 20061004 as Document No. 0001712 of Official Records.
33. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded October 4, 2006, in Book 20061004 as Document No. 0001703 of Official Records.

34. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of LAS VEGAS VALLEY WATER DISTRICT, a Quasi Municipal Corporation, for pipelines, recorded October 4, 2006, in Book 20061004 as Document No. 0001716 of Official Records.
35. Dedications and Easements as shown on the recorded Map referred to herein, in File 112 of Parcel Maps, Page 94, of Official Records.
36. Our search in the public record did not disclose any open deeds of trust on the herein described property. Please confirm with your seller/borrower that there are no liens or encumbrances affecting the herein described property other than those shown on the Preliminary Report or Commitment bearing the above referenced escrow number.
37. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
38. Water rights, claims or title to water, whether or not shown by the public records.
39. Subject to the rights of party or parties in possession in accordance with any unrecorded leases affecting portions of said land for the term and upon the terms, covenants, conditions and provisions therein contained.

NOTE: Should an inspection of the real property disclose any work of improvement in progress, this Company may be unwilling to provide mechanic's lien coverage.
40. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
41. Any Claim of Lien for labor and/or materials that may be filed against said land by reason of work or improvement thereon, as disclosed by an inspection of said premises.
42. Prior to the issuance of an ALTA form Policy of Title Insurance, it shall be required that this Company be furnished with an ALTA/ACSM LAND TITLE SURVEY conforming to the minimum standard requirements as revised in 2005.

43. **NOTE:** Information in possession of this company indicates that a division of land is contemplated in the current transaction involving the land described in this report. Such contemplated division of land would appear to fall within the purview of the Subdivision Map Act and at least one of the following requirements must be accomplished:
- (1) That a subdivision map has been recorded in compliance with the Subdivision Map Act or related local ordinances;
 - (2) That a parcel map has been recorded in compliance with the Subdivision Map Act or related local ordinances; or
 - (3) That a Waiver or other satisfactory evidence indicating compliance or nonviolation be furnished.
44. **Prior to the close of escrow, we will require a metes and bound legal description from a licensed surveyor to be insured herein.**
45. The requirement that the Corporation shown as THE HOWARD HUGHES CORPORATION be in good standing with the Secretary of State, in the State of its incorporation, and a Corporate Resolution be submitted to this Company prior to the issuance of a Policy of Title Insurance.
46. On March 20, 2007 we communicated with the Secretary of State of the State of NEVADA to ascertain that the corporation known as THE HOWARD HUGHES CORPORATION is in good standing.

THE LIST OF OFFICERS ARE:

ROBERT A. MICHAELS, PRESIDENT
RONALD L. GERN, SECRETARY
BERNARD FREIBAUM, TREASURER
CSC SERVICES OF NEVADA, INC., RESIDENT AGENT

Said corporation is current until October 31, 2007

47. **REQUIREMENT:** In the event this file converts to a request for title insurance, please advise the Title Department at least one week prior to close of the transaction.

We reserve the right to make additional exceptions and/or requirements.

48. Please provide the name(s) of the prospective purchaser(s) to the Title Department at least one week prior to the close of escrow so that we may complete this report. Additional requirements may be made at that time.

NOTE: This report is a preliminary investigation only of the property contained herein. This is not an abstract, it is a report derived from our review of various documents of record. No reliance should be placed on the contents hereof without first obtaining the approval of an Officer of the Company.

TAX INFORMATION:
2006-2007

District:	200
Tax Rate:	3.2802
Parcel No.:	137-22-000-015
Real Estate:	\$328,881,875.00
Improvements:	\$0.00
Assessed Valuation:	\$328,881,875.00
Acreage Assessed:	2684.75

Status: Taxes for the fiscal year 2006-2007, in the amount of \$4,057,274.16 are paid in full.

NOTE: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

Affects the herein described property with other property.

jmh/cmr

Exhibit C
List of Project Plans
SID 811

Project #	Project Name/Description	Construction Cost	15%	Total Cost
Interior Projects				
1A	Crossbridge Street, Road Improvements Sky Vista to Station 68+00	\$ 4,929,500	\$ 739,400	\$ 5,668,900
1B	Crossbridge Street, Street Lights Sky Vista to Station 68+00	\$ 146,900	\$ 22,000	\$ 168,900
2A	Crossbridge Street, Road Improvements Station 68+00 to Village I/J Boundary	\$ 763,300	\$ 114,500	\$ 877,800
2B	Crossbridge Street, Street Lights Station 68+00 to Village I/J Boundary	\$ 55,900	\$ 8,400	\$ 64,300
3A	Crossbridge Street, Road Improvements Village I/J Boundary to Village D Entry	\$ 561,100	\$ 84,200	\$ 645,300
3B	Crossbridge Street, Street Lights Village I/J Boundary to Village D Entry	\$ 39,700	\$ 6,000	\$ 45,700
4A	Crossbridge Street, Road Improvements Village D Entry to Suncreek Road	\$ 564,000	\$ 84,600	\$ 648,600
4B	Crossbridge Street, Street Lights Village D Entry to Suncreek Road	\$ 43,000	\$ 6,400	\$ 49,400
5A	Crossbridge Street, Road Improvements Suncreek Road to Village N Entry	\$ 409,600	\$ 61,400	\$ 471,000
5B	Crossbridge Street, Street Lights Village N Entry to Village L Entry	\$ 35,600	\$ 5,300	\$ 40,900
6A	Crossbridge Street, Road Improvements Village N Entry to Village L Entry	\$ 598,000	\$ 89,700	\$ 687,700
6B	Crossbridge Street, Street Lights Village N Entry to Village L Entry	\$ 46,000	\$ 6,900	\$ 52,900
7A	Crossbridge Street, Road Improvements Village L Entry to Alta Drive	\$ 681,700	\$ 102,300	\$ 784,000
7B	Crossbridge Street, Street Lights Village L Entry to Alta Drive	\$ 63,600	\$ 9,500	\$ 73,100
8A	Suncreek Road, Road Improvements Crossbridge to Sky Vista	\$ 584,200	\$ 87,600	\$ 671,800
8B	Suncreek Road, Street Lights Crossbridge to Sky Vista	\$ 49,700	\$ 7,500	\$ 57,200

Project #	Project Name/Description	Construction Cost	15%	Total Cost
9	Sewer Interconnects Parcel A	\$ 180,400	\$ 27,100	\$ 207,500
10	Sewer Interconnects Parcel B	\$ 101,700	\$ 15,300	\$ 117,000
11	Sewer Interconnects Parcel C	\$ 132,800	\$ 19,900	\$ 152,700
12	Sewer Interconnects Parcel D	\$ 143,000	\$ 21,500	\$ 164,500
13	Sewer Interconnects Parcel E	\$ 206,000	\$ 30,900	\$ 236,900
14	Sewer Interconnects Parcel F	\$ 275,900	\$ 41,400	\$ 317,300
15	Sewer Interconnects Parcel G	\$ 204,300	\$ 30,600	\$ 234,900
16	Sewer Interconnects Parcel H	\$ 184,000	\$ 27,600	\$ 211,600
17	Sewer Interconnects Parcel I	\$ 156,400	\$ 23,500	\$ 179,900
18	Sewer Interconnects Parcel J	\$ 202,000	\$ 30,300	\$ 232,300
19	Sewer Interconnects Parcel K	\$ 202,300	\$ 30,300	\$ 232,600
	<i>SUBTOTAL INTERIOR PROJECTS:</i>	\$ 11,560,600	\$ 1,734,100	\$ 13,294,700
<u>Perimeter Projects</u>				
20A	Alta Drive, Road Improvements (50%) Sky Vista to Crossbridge	\$ 653,800	\$ 98,100	\$ 751,900
20B	Alta Drive, Street Lights (50%) Sky Vista to Crossbridge	\$ 102,400	\$ 15,400	\$ 117,800
20C	Alta Drive, Final Pavement (50%) Sky Vista to Crossbridge	\$ 47,200	\$ 7,100	\$ 54,300
21A	Sky Vista Drive, Road Improvements (75%) Charleston to Crossbridge	\$ 764,200	\$ 114,600	\$ 878,800
21B	Sky Vista Drive, Street Lights (75%) Charleston to Crossbridge	\$ 154,000	\$ 23,100	\$ 177,100
21C	Sky Vista Drive, Final Pavement (75%) Charleston to Crossbridge	\$ 58,400	\$ 8,800	\$ 67,200
22A	Sky Vista Drive, Road Improvements (75%) Crossbridge to Alta	\$ 1,431,600	\$ 214,700	\$ 1,646,300

Project #	Project Name/Description	Construction Cost	15%	Total Cost
22B	Sky Vista Drive, Street Lights (75%) Crossbridge to Alta	\$ 254,800	\$ 38,200	\$ 293,000
22C	Sky Vista Drive, Final Pavement (75%) Crossbridge to Alta	\$ 77,700	\$ 11,700	\$ 89,400
	<i>SUBTOTAL PERIMETER PROJECTS:</i>	\$ 3,544,100	\$ 531,700	\$ 4,075,800
Regional Projects				
23	3665 Zone Water Main Alta from Sky Vista to Crossbridge, Crossbridge from Alta to Suncreek	\$ 2,059,200	\$ 308,900	\$ 2,368,100
24	3550 Zone Water Line - Phase 1 (41%) POC in Far Hills Ave, Fox Hill Dr, Spoke "B" Road, Desert Foot Hills Dr, & Alta	\$ 733,600	\$ 110,000	\$ 843,600
25	3550 Zone Water Line - Phase 2 (41%) Sky Vista Drive from Alta Drive to Desert Moon Road	\$ 598,200	\$ 89,700	\$ 687,900
26	3665 Zone Water Line, C 1092 (41%) Far Hills Avenue from POC to Sky Vista Drive	\$ 1,087,100	\$ 163,100	\$ 1,250,200
27	3665 Zone Water Line, C 1117 (41%) Sky Vista Drive from Far Hills Avenue to Alta Drive	\$ 1,006,600	\$ 151,000	\$ 1,157,600
28	Traffic Signals (No. 54) (100%) Charleston Boulevard at Sky Vista	\$ 240,000	\$ 36,000	\$ 276,000
29	Traffic Signals (No. 44) (50%) Alta Drive at Sky Vista Drive	\$ 120,000	\$ 18,000	\$ 138,000
	<i>SUBTOTAL REGIONAL PROJECTS:</i>	\$ 5,844,700	\$ 876,700	\$ 6,721,400
	TOTAL VILLAGE COST:	\$ 20,949,400	\$ 3,142,500	\$ 24,091,900

Exhibit D
Project Phases with Estimated
Commencement and Completion Dates and Cost

SID 811

Project #	Project Name/Description	Total Cost	Design Start	Estimated Construction Start	Estimated Construction Complete
Interior Projects					
1A	Crossbridge Street, Road Improvements Sky Vista to Station 68+00	\$ 5,668,900	10/1/2006	4/1/2007	4/1/2008
1B	Crossbridge Street, Street Lights Sky Vista to Station 68+00	\$ 168,900	10/1/2006	4/1/2007	4/1/2008
2A	Crossbridge Street, Road Improvements Station 68+00 to Village I/J Boundary	\$ 877,800	1/1/2008	7/1/2008	7/1/2009
2B	Crossbridge Street, Street Lights Station 68+00 to Village I/J Boundary	\$ 64,300	1/1/2008	7/1/2008	7/1/2009
3A	Crossbridge Street, Road Improvements Village I/J Boundary to Village D Entry	\$ 645,300	1/1/2008	7/1/2008	7/1/2009
3B	Crossbridge Street, Street Lights Village I/J Boundary to Village D Entry	\$ 45,700	1/1/2008	7/1/2008	7/1/2009
4A	Crossbridge Street, Road Improvements Village D Entry to Suncreek Road	\$ 648,600	1/1/2008	7/1/2008	7/1/2009
4B	Crossbridge Street, Street Lights Village D Entry to Suncreek Road	\$ 49,400	1/1/2008	7/1/2008	7/1/2009
5A	Crossbridge Street, Road Improvements Suncreek Road to Village N Entry	\$ 471,000	12/1/2010	6/1/2011	6/1/2012
5B	Crossbridge Street, Street Lights Village N Entry to Village L Entry	\$ 40,900	12/1/2010	6/1/2011	6/1/2012
6A	Crossbridge Street, Road Improvements Village N Entry to Village L Entry	\$ 687,700	12/1/2010	6/1/2011	6/1/2012
6B	Crossbridge Street, Street Lights Village N Entry to Village L Entry	\$ 52,900	12/1/2010	6/1/2011	6/1/2012
7A	Crossbridge Street, Road Improvements Village L Entry to Alta Drive	\$ 784,000	12/1/2010	6/1/2011	6/1/2012
7B	Crossbridge Street, Street Lights Village L Entry to Alta Drive	\$ 73,100	12/1/2010	6/1/2011	6/1/2012

Project #	Project Name/Description	Total Cost	Design Start	Estimated Construction Start	Estimated Construction Complete
8A	Suncreek Road, Road Improvements Crossbridge to Sky Vista	\$ 671,800	1/1/2008	7/1/2008	7/1/2009
8B	Suncreek Road, Street Lights Crossbridge to Sky Vista	\$ 57,200	1/1/2008	7/1/2008	7/1/2009
9	Sewer Interconnects Parcel A	\$ 207,500	12/31/2006	7/1/2007	7/1/2008
10	Sewer Interconnects Parcel B	\$ 117,000	4/2/2007	10/1/2007	10/1/2008
11	Sewer Interconnects Parcel C	\$ 152,700	4/2/2008	10/1/2008	10/1/2009
12	Sewer Interconnects Parcel D	\$ 164,500	4/2/2008	10/1/2008	10/1/2009
13	Sewer Interconnects Parcel E	\$ 236,900	4/2/2008	10/1/2008	10/1/2009
14	Sewer Interconnects Parcel F	\$ 317,300	12/1/2010	6/1/2011	6/1/2012
15	Sewer Interconnects Parcel G	\$ 234,900	12/1/2010	6/1/2011	6/1/2012
16	Sewer Interconnects Parcel H	\$ 211,600	12/1/2010	6/1/2011	6/1/2012
17	Sewer Interconnects Parcel I	\$ 179,900	12/1/2010	6/1/2011	6/1/2012
18	Sewer Interconnects Parcel J	\$ 232,300	12/1/2010	6/1/2011	6/1/2012
19	Sewer Interconnects Parcel K	\$ 232,600	12/1/2010	6/1/2011	6/1/2012
<i>SUBTOTAL INTERIOR PROJECTS:</i>		\$13,294,700			
Perimeter Projects					
20A	Alta Drive, Road Improvements (50%) Sky Vista to Crossbridge	\$ 751,900	12/1/2008	6/1/2009	6/1/2010
20B	Alta Drive, Street Lights (50%) Sky Vista to Crossbridge	\$ 117,800	12/1/2008	6/1/2009	6/1/2010
20C	Alta Drive, Final Pavement (50%) Sky Vista to Crossbridge	\$ 54,300	12/1/2008	4/1/2012	6/1/2012

Project #	Project Name/Description	Total Cost	Design Start	Estimated Construction Start	Estimated Construction Complete
21A	Sky Vista Drive, Road Improvements (75%) Charleston to Crossbridge	\$ 878,800	10/1/2006	4/1/2007	4/1/2008
21B	Sky Vista Drive, Street Lights (75%) Charleston to Crossbridge	\$ 177,100	10/1/2006	4/1/2007	4/1/2008
21C	Sky Vista Drive, Final Pavement (75%) Charleston to Crossbridge	\$ 67,200	10/1/2006	4/1/2007	4/1/2008
22A	Sky Vista Drive, Road Improvements (75%) Crossbridge to Alta	\$ 1,646,300	12/31/2006	7/1/2007	7/1/2008
22B	Sky Vista Drive, Street Lights (75%) Crossbridge to Alta	\$ 293,000	12/31/2006	7/1/2007	7/1/2008
22C	Sky Vista Drive, Final Pavement (75%) Crossbridge to Alta	\$ 89,400	12/31/2006	7/1/2007	7/1/2008
	<i>SUBTOTAL PERIMETER PROJECTS:</i>	\$ 4,075,800			
Regional Projects					
23	3665 Zone Water Main Alta from Sky Vista to Crossbridge, Crossbridge from Alta to Suncreek	\$ 2,368,100	9/1/2007	3/1/2008	3/1/2009
24	3550 Zone Water Line - Phase 1 (41%) POC in Far Hills Ave, Fox Hill Dr, Spoke "B" Road, Desert Foot Hills Dr, & Alta	\$ 843,600	12/1/2005	6/1/2006	6/1/2007
25	3550 Zone Water Line - Phase 2 (41%) Sky Vista Drive from Alta Drive to Desert Moon Road	\$ 687,900	12/1/2005	6/1/2006	6/1/2007
26	3665 Zone Water Line, C 1092 (41%) Far Hills Avenue from POC to Sky Vista Drive	\$ 1,250,200	12/1/2005	6/1/2006	6/1/2007
27	3665 Zone Water Line, C 1117 (41%) Sky Vista Drive from Far Hills Avenue to Alta Drive	\$ 1,157,600	12/1/2005	6/1/2006	6/1/2007
28	Traffic Signals (No. 54) (100%) Charleston Boulevard at Sky Vista	\$ 276,000	12/31/2009	7/1/2010	1/1/2011
29	Traffic Signals (No. 44) (50%) Alta Drive at Sky Vista Drive	\$ 138,000	12/31/2010	7/1/2011	1/1/2012
	<i>SUBTOTAL REGIONAL PROJECTS:</i>	\$ 6,721,400			
	TOTAL VILLAGE COST:	\$24,091,900			

Exhibit E

Supplemental General Conditions - Construction

CONSTRUCTION CONTRACT DOCUMENTS

REFERENCE SPECIFICATIONS AND DEFINITIONS

It is understood that the Howard Hughes Corporation (the “DEVELOPER”) will not be acting as the general contractor for the Project; however the DEVELOPER expressly warrants and acknowledges that all provisions of this Agreement pertaining to the general contractor will be incorporated into any and all contracts executed by the DEVELOPER with the general contractor (the “Contractor Agreements”). The general contractor shall hereafter be referred to as “CONTRACTOR” for purposes of the Agreement, and specifically for Exhibits “E” and “F”.

The listed standards and codes are an integral part of the contract and are incorporated herein by reference. The DEVELOPER and the CONTRACTOR are advised to become familiar with the content of the following documents, as they shall govern the construction of this Project. Work on any public utility shall be performed in accordance with the Uniform Standard Specifications and Drawings except where modified by the utilities’ own standards.

Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, the “STANDARD SPECIFICATIONS”

Uniform Standard Drawings for Public Works Construction, Clark County Area, Nevada, Volume I and Volume II, the “STANDARD DRAWINGS”

Summerlin Area Standard Drawings

Manual On Uniform Traffic Control Devices, the “M.U.T.C.D.”

State of Nevada Standard Specifications for Road and Bridge Construction, the “NDOT Standard Specifications” or the “State of Nevada Standard Specifications”

State of Nevada Standard Plans for Road and Bridge Construction, the “NDOT Standard Drawings” or the “State of Nevada Standard Plans”

Nevada Work Zone Traffic Control Handbook, the “Work Zone Handbook”

American Society for Testing and Materials, the “ASTM”

Uniform Design and Construction Standards for Water Distribution Systems, the “Water District Standards”

Southern Nevada Design and Construction Standards for Wastewater Collection Systems, the “Sewer Specifications”

City of Las Vegas Municipal Code, the “City Code”

2. LICENSING OF CONTRACTOR

The DEVELOPER shall insure that the CONTRACTOR is duly licensed for this particular work by the Nevada State Contractor's Board at the time of bid opening. Should the CONTRACTOR intend to sub-let portions of the work, the DEVELOPER shall insure that all subcontractors be licensed in accordance with the Nevada State laws and the City Code.

The award shall be conditional on the CONTRACTOR being properly licensed with the City of Las Vegas within fifteen (15) days from the date of award. Information concerning City license requirements and fees may be obtained from the City of Las Vegas, Department of Finance and Business Services, (702) 229-6281 or visiting the City website at <http://www.lasvegasnevada.gov>.

3. CONTRACT DRAWINGS

The plans used by the CONTRACTOR (the "CONTRACT DRAWINGS") do not purport to show all the detail of the work. They are intended to illustrate the character and extent of the performed desires under the contract. Therefore, they may be supplemented or revised from time to time, as the work progresses, by G.C. Wallace (the "ENGINEER") or by the CONTRACTOR.) Drawing revisions and/or additional drawings or sketches will be made and furnished to the CONTRACTOR if they are deemed necessary to adequately illustrate the work. All such supplementary and revised drawings are subject to approval by the City of Las Vegas (the "CITY"), and those that do not change the cost of the contract, automatically become a part of this Agreement. All other changes, which increase or decrease the cost of the contract, must be approved by the CITY, the CONTRACTOR and the DEVELOPER prior to becoming a part of this Agreement.

4. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other Contract Agreements shall be orally made to the bidder or any subcontractor during the bidding process. Bidders shall take no advantage of any apparent error or omission in the bidding documents. In the event the Bidders discover such an error or omission, they shall immediately notify the ENGINEER.

Every request for an interpretation should be in writing addressed to the ENGINEER. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and must be approved by the CITY and subsequently mailed by certified mail with return receipt requested to the CONTRACTOR with a copy mailed to the CITY. All addenda so issued shall become part of the Contractor Agreements.

5. CONFLICTING CONDITIONS

Any provisions in the CONTRACTOR DRAWINGS which may be in conflict or inconsistent shall be void to the extent of such conflict or inconsistency. The order of precedence of the documents shall be as follows:

ADDENDA

CHANGE ORDERS

SPECIAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS

STANDARD SPECIFICATIONS

STANDARD DRAWINGS

CONTRACT DRAWINGS

6. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of Chapter 338.010 through 338.090 of N.R.S. and other laws required to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall be physically amended to make such insertion or correction. Questions involving the Prevailing Wage Rates – Clark County should be referred to the Labor Commissioner, State of Nevada, at (702) 486-2650.

7. INDEMNITY

In the Contractor Agreements, the CONTRACTOR will expressly acknowledge and will agree to protect, indemnify and hold the CITY, its officers, employees, agents, consulting engineers and other retained consultants, harmless from and against any and all claims, damages, losses, suits, actions, decrees judgments, attorney's fees, court costs and other expenses of any kind or character which the CITY, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the CITY, its officers employees, agents, consulting engineers or other retained consultants; (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the CONTRACTOR, its subcontractors or agents, or anyone directly or indirectly employed by any sub-contractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this agreement, or (ii) as a result of, or by reason, or arising out of or in account of, or in consequence of, any neglect in safeguarding the work; or (iii) through the use of unacceptable materials in construction of the work; or (iv) because of any claim or amount recovered under the Nevada Industrial Insurance Act, or any other law, ordinance, order or

decree. In the Contractor Agreements, the DEVELOPER will require the CONTRACTOR to defend, at its own expense, the CITY, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or on account of, or in consequences of any act or omission against which the CONTRACTOR has indemnified the CITY. If the CONTRACTOR shall fail to do so pursuant to the Contractor Agreements, the CITY shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the CONTRACTOR, including attorney's fee and court costs.

The Contractor Agreements will require the CONTRACTOR to guarantee the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with this Agreement.

8. CLARK COUNTY POLLUTION CONTROL

Prior to starting construction, the CONTRACTOR shall obtain a permit from the Clark County District Board of Health, Air Pollution Control Division, and shall pay all costs therefore and conform to all rules and regulations thereof.

The CONTRACTOR shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including but not limited to:

- A. Nevada Revised Statute 445: Air Quality Regulation;
- B. Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;
- C. Adhering to all Clark County Air Pollution Board regulations;
- D. No time extensions shall be granted for time lost due to violations of Clark County Pollution Regulations.

9. NATIONAL POLLUTION DISCHARGE PERMIT

If the construction activity will disturb five or more acres of land, a General National Pollutant Discharge Elimination System (NPDES) Permit *may* be required. It will be the DEVELOPER'S responsibility to determine if this permit is required.

10. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor Agreements will contain express acknowledgments by the CONTRACTOR of the following provisions:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin.

- B. The CONTRACTOR will take action to ensure that the applicants are considered for employment, and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- C. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- D. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

11. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT AND REGULATIONS

The CONTRACTOR shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each CONTRACTOR or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

12. PROHIBITED INTERESTS

No official of the CITY, who is authorized in such capacity and on behalf of the CITY to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any sub-contract in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the CITY to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract sub-contract, insurance contract, or any other contract pertaining to the project.

13. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contractor Agreements, nor partial or entire occupancy of the premises by the CITY, shall constitute an acceptance of work not done in accordance with the Contractor Agreements, or relieve the CONTRACTOR of liability in respect to any express warranties, or responsibility for faulty materials or workmanship. The Contractor Agreements will require the CONTRACTOR to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work by the CITY unless

a longer period is specified. The CITY will give notice to the developer of observed defects with reasonable promptness.

14. PROSECUTION AND PROGRESS

In the Contractor Agreements, the DEVELOPER will include provisions stating that the CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor Agreements will also require the CONTRACTOR to insert appropriate provisions in all subcontractor agreements relative to the work, to bind subcontractors and the CONTRACTOR by the terms of the General Conditions and other Contractor Agreements insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the DEVELOPER under any provisions of the Contractor Agreements.

15. CITY'S RIGHT TO WITHHOLD APPROVAL

The Contractor Agreements shall contain provisions that (i) the CONTRACTOR agrees to indemnify and save the CITY harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishes of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of the CONTRACTOR, (ii) the DEVELOPER shall, at the CITY's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived, and (iii) if the DEVELOPER fails to perform, the construction project will not be approved for acquisition until the DEVELOPER furnished satisfactory evidence that all obligations have been discharged.

16. WARRANTIES

The Contractor Agreements shall provide that warranties for equipment, products, material and supplies required by the STANDARD SPECIFICATIONS, STANDARD DRAWINGS, and CONTRACT DRAWINGS shall commence at the date of filing of the Notice of Completion.

Exhibit F

List of Special Conditions and Specifications

The acquisition process for Special Improvement District 811 (the “DISTRICT”) will be administered by the City of Las Vegas (the “CITY”), in accordance with the Engineers Report and the articles outlined in the Development and Financing Agreement. This Exhibit and Exhibit “E” constitute the entire set of requirements that The Howard Hughes Corporation (the “DEVELOPER”) must adhere to in order for the City to systematically acquire the construction projects. Exhibit “E” establishes additional criteria that will be required to provide an orderly and systematic method for the Developer to construct the project and for the City to acquire the project. Where this Exhibit contradicts any item in the Contractor Agreements, the methodology set forth in this Exhibit shall be used to change, amend, alter or modify the contractor agreements, as required, to provide for the completion and acquisition of the project.

1. DEVELOPER DRIVEN SPECIAL IMPROVEMENT DISTRICT DEFINITIONS

A special improvement district is a legal device by which the City can permit a developer to utilize the state laws pertaining to assessment districts (NRS 271) in a format that permits the City to use municipal bond fund proceeds to acquire the infrastructure improvements necessary for the DISTRICT. The municipal bond fund proceeds are used to acquire those infrastructure improvements the district needs to accomplish its intended purpose. The DISTRICT is a residential community, which contains a worship site, schools, a park and commercial property. The infrastructure improvements are those public improvements required to provide necessary services normally provided by the CITY to projects of similar scope.

As a developer-driven special improvement district, the DEVELOPER will build the project and the CITY will acquire portions of the completed project on behalf of the future property owners using the bond fund proceeds. The future property owners will be assessed on a benefits basis for the amount of the bond proceeds. It is understood that the DEVELOPER will not construct the project with its own forces but rather will contract with a general contractor. The procedures for this contracting arrangement are normal and usual for the industry. In order to permit this to occur and simultaneously adhere to the requirements of NRS 338.010 through 338.090 inclusive, the following items are hereby made a part of the Development and Financing Agreement.

A. **Project and Construction Projects Defined** – As specified in the Agreement the infrastructure improvements that will be built with the proceeds of the sale of municipal bonds are in aggregate referred to as the “PROJECT”. The Engineers Report has identified 29 construction projects (the “CONSTRUCTION PROJECTS”) that involve street construction and are subdivided into portions of the CONSTRUCTION PROJECTS designated with suffixes A, B and C for grading and road improvements; street lights; and final pavement overlay, striping and signage, respectively (the “SUBPROJECTS”).

B. **Bidding and Award of Construction Projects** – The general conditions establish the requirements that are applicable to the bidding and award of the CONSTRUCTION PROJECTS. The general conditions are modified by these special conditions to provide for the

special nature of the DEVELOPER-driven special improvement district. The modifications include the requirements as follows:

1. Bidding – The requirement to publicly notice the bid is waived in order to provide the DEVELOPER the latitude to work with qualified contractors that understand the unique nature of the land development business and will work with the DEVELOPER to achieve his goals.

2. Bid Review – There will be an opening of all bids, if bidding is selected to obtain the most cost effective contractor. A meeting will be held to discuss the method of award of the CONSTRUCTION PROJECT at which the CITY or its designated representative may be present. The bid review will include a determination of the acceptability of the bids. A non-collusion affidavit along with the bid documents must be submitted to the CITY or its designated representative at that time. If the bid review determines that the bids have not met the bid requirements then the bids will be rejected and a new bid process undertaken. If bidding is not the original form of award and the CITY does not agree with the method of award, the CONSTRUCTION PROJECT will be bid to a minimum of three pre-approved bidders from the DEVELOPER’S list of approved contractors.

3. Award – The CITY will have three working days after the meeting to review the bids and object to the proposed award of the CONSTRUCTION PROJECT. The CITY or its designated representative will send either a letter of no objection or a letter of objection by fax to the DEVELOPER with the original by mail. If a letter of objection is not received during that period, then the DEVELOPER may proceed to award the PROJECT on the fourth day.

4. Bid Tabulations – If the PROJECT is bid, bid tabulations will be prepared by the DEVELOPER listing the contractors and their price breakdown for each of the bid items. Where alternate bid items have been permitted the tabulation shall reflect the alternate bid as well.

5. Combining of Construction Projects – If the DEVELOPER awards a CONSTRUCTION PROJECT containing two or more CONSTRUCTION PROJECTS, the payment items in the construction contract will clearly define the pay items associated with each separate CONSTRUCTION PROJECT. If this is not possible then the combined PROJECTS will be acquired at the same time.

6. Notices – The DEVELOPER shall provide copies of the following immediately to the CITY for each CONSTRUCTION PROJECT:

Notice of Award

Notice to Proceed

Notice of Substantial Completion

Notice of Completion

2. **SUBMISSION FOR AUDIT/ACQUISITION OF EACH CONSTRUCTION PROJECT**

The following includes a series of documents necessary to have a formal acquisition reviewed. These documents will be submitted along with a statement attesting to their authenticity signed by the DEVELOPER. The DEVELOPER will submit the CONSTRUCTION PROJECT for acquisition after receipt of written acceptance by the CITY. A description or explanation of each item to be included with the payment request is as follows:

A. **Cost Tabulation** – Provide an itemized breakdown of all costs associated with the acquisition. It will include, in a summary format, construction costs certified by the ENGINEER including the determination of the final pay quantities, surveying costs, geotechnical costs, engineering costs, fees and other applicable costs provided for in the Development and Finance Agreement to be considered as part of the payment request.

B. **Contract** – The construction agreement with the CONTRACTOR must accompany the payment request for each CONSTRUCTION PROJECT and SUBPROJECT.

C. **Subcontracts** – In the event that the CONTRACTOR enters into a contract with a subcontractor or the DEVELOPER enters into a contract with a subcontractor the construction agreement is to be included in the documentation.

D. **Invoices** – Depending upon the nature of the construction contract between the DEVELOPER and the general contractor, it is assumed that on a monthly basis the CONTRACTOR will submit to the DEVELOPER with his progress payment request a statement of work completed and an invoice for payment of services. This and any subcontractor's requests for payment are to be submitted.

E. **Disbursement Records** – Disbursement records including copies of canceled checks both front and back must be kept and accompany any payment request for DEVELOPER funds which are used to pay for each CONSTRUCTION PROJECT and SUBPROJECT and other costs as provided in "A" above.

F. **Certified Payroll** – A copy of the certified payroll for the CONTRACTOR and any subcontractors must be submitted with each and every payment request. Provide a copy of the letter to the State of Nevada Labor Commission and their response.

G. **Change Orders** – In the event a change order is required in order to have the CONTRACTOR complete items beyond the scope of the CONTRACTOR AGREEMENT, the change order documents must accompany the request. The actual procedure for having a change order approved and authorized is established during the startup of any construction activity. Change orders will be reviewed at the time they occur and in the period for which payment is necessary. Change orders will not be paid to the DEVELOPER until the final PROJECT acquisition is reviewed and only if the PROJECT contains excess funds and the change order is determined to be legitimate.

H. **Discrepancies/Resolutions** In the event there are contractual items between the DEVELOPER and the CONTRACTOR that bear upon the payment request, these items must be submitted, in writing, as part of the request. The CITY will review the documents and determine if they have any bearing upon the payment request.

I. **Prevailing Wage Information** – All CONSTRUCTION PROJECTS are required to have the employees of the CONTRACTOR compensated with the then prevailing wage. A copy of the currently applicable schedule is to accompany the submittal.

J. **Testing Results** – Should any of the items submitted for acquisition require testing by a third party, copies of the test results and any letters of evaluation of the results must be submitted. For CONSTRUCTION PROJECTS provide evidence of acceptance from Las Vegas Valley Water District.

K. **Inspection Certificates** – Provide copies of all Inspection Certificates in the event that items included require an acceptance prior to acquisition, copies of any documents must accompany the submittal.

L. **Permitting Information** – It is understood that construction permits will be obtained from several agencies in order for the CONSTRUCTION PROJECT to move forward. Copies of the permits and any payments made to obtain said permits must be submitted for each PROJECT.

M. **Liens** – Preliminary Notices and Final Lien Releases will be submitted for all subcontractors and suppliers **involved** with the CONSTRUCTION PROJECTS and SUBPROJECTS.

Exhibit G

Prevailing Wages

2007 PREVAILING WAGE RATES CLARK COUNTY

DATE OF DETERMINATION: October 1, 2006

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED
OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007*

***Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

[AIR BALANCE TECHNICIAN](#)

[ALARM INSTALLER](#)

[BOILERMAKER](#)

[BRICKLAYER](#)

[CARPENTER](#)

[CEMENT MASON](#)

[ELECTRICIAN-COMMUNICATION TECH](#)

[ELECTRICIAN-LINE](#)

[ELECTRICIAN-NEON SIGN](#)

[ELECTRICIAN-WIREMAN](#)

[ELEVATOR CONSTRUCTOR](#)

[FENCE ERECTOR](#)

[FLAGPERSON](#)

[FLOOR COVERER](#)

[GLAZIER](#)

[HIGHWAY STRIPER](#)

[HOD CARRIER-BRICK MASON](#)

[HOD CARRIER-PLASTERER TENDER](#)

[IRON WORKER](#)

[LABORER](#)

[MECHANICAL INSULATOR](#)

[MILLWRIGHT](#)

[OPERATING ENGINEER](#)

[OPERATOR-CRANES, PILEDIVING & HOISTING EQUIPMENT](#)

[OPERATING ENGINEER-SURVEYOR](#)

[OPERATING ENGINEER-TUNNEL](#)

[PAINTER/TAPER/PAPERHANGER](#)

[PILEDRIVER](#) (NON-EQUIPMENT)

[PLASTERER](#)

[PLUMBER/PIPEFITTER](#)

[REFRIGERATION](#)

[ROOFER](#) (Does not include sheet metal roofs)

[SHEET METAL WORKER](#)

SPRINKLER FITTER

*SURVEYOR (NON-LICENSED)

TAPER

TILE/TERRAZZO/MARBLE

TRAFFIC BARRIER ERECTOR

TRUCK DRIVER

WELL DRILLER

*EQUIPMENT GREASER (RACK)

*EQUIPMENT GREASER (GREASE TRUCK)

*EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)

*TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)

*FIELD SOILS AND MATERIAL TESTER

*FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)

* **Disputed rate, added by Order of the Eighth Judicial District, Clark County)**

CRAFT

RATE

AIR BALANCE TECHNICIAN

ADD SHEET METAL ZONE RATE

Air Balance Technician-Journeyman 50.27

Air Balance Technician-Foreman 53.98

Air Balance Technician-General Foreman 57.70

ALARM INSTALLER

Alarm Installer-Journeyman 46.54

BOILERMAKER

Boilermaker 22.85

BRICKLAYER

[ADD ZONE RATE](#)

Bricklayer-Journeyman 36.23

CARPENTER

[ADD ZONE RATE](#)

Carpenter-Journeyman 42.57

Carpenter-Welder 43.57

Carpenter-Foreman 45.31

Carpenter-General Foreman 48.30

CEMENT MASON

[ADD ZONE RATE](#)

Cement Mason-Journeyman 40.73

Cement Mason-Foreman 42.73

Cement Mason-General Foreman 44.48

**ELECTRICIAN-
COMMUNICATION
TECHNICIAN**

[ADD ZONE RATE](#)
[SEE AMENDMENT 4](#)

Installer/Technician 33.29

Senior Installer/Technician	46.53
Installer/Technician Foreman	50.21
Installer/Technician General Foreman	53.90

**ELECTRICIAN-
LINEMAN/GROUNDMAN/HEAVY
EQUIPMENT OPERATOR**

Groundman	34.93
Lineman	46.81
Foreman	51.16
General Foreman	55.58
Heavy Equipment Operator	42.84

ELECTRICIAN-NEON SIGN

Electrician-Neon Sign	38.17
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ELECTRICIAN-WIREMAN

[ADD ZONE RATE
SEE AMENDMENT 4](#)

Wireman-Journeyman	46.90
Wireman-Cable Splicer	47.24
Wireman-Foreman	50.61
Wireman-General Foreman	54.33

ELEVATOR CONSTRUCTOR

Elevator Mechanic	Constructor-Journeyman	54.47
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Elevator Constructor-Mechanic In Charge	59.77
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FENCE ERECTOR

Fence Erector	15.83
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FLAGPERSON [ADD LABORER ZONE RATE](#)

Flagperson	36.14
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FLOOR COVERER

Floor Coverer-Joureyman	34.88
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Floor Coverer-Foreman	36.88
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GLAZIER

Glazier-Journeyman	43.93
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Glazier-Foreman	47.37
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HIGHWAY STRIPER

Highway Striper	11.33
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HOD CARRIER-BRICK MASON TENDER

Brick Mason	33.46
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HOD CARRIER-PLASTERER [ADD LABORER ZONE RATE](#)

TENDER

Plasterer Tender-Journeyman	39.04
Plasterer Tender-Foreman	41.04
Plasterer Tender-General Foreman	42.04

IRON WORKER

Ironworker-Journeyman	49.49
Ironworker-Foreman	52.49
Ironworker-General Foreman	55.79

LABORER

[SEE AMENDMENT 2](#)

[SEE GROUP CLASSIFICATIONS](#)

[ADD ZONE RATE](#)

Group 1	37.64
Group 2	37.85
Group 3	37.95
Group 4	38.04
Group 5	38.14
Group 6A	40.80
Group 6B	40.30
Group 6C	40.05
Group 6D	40.66
Group 6E	40.30

Group 7 37.95

Foreman \$1.50 above highest paid journeyman supervised.

General Foreman \$2.50 above highest paid foreman supervised.

MECHANICAL INSULATOR

Mechanical Insulator-Journeyman 46.83

Mechanical Insulator-Foreman 49.77

Mechanical Insulator-General Foreman 52.71

MILLWRIGHT

ADD ZONE RATE

Millwright-Journeyman 43.61

Millwright-Welder 44.61

Millwright-Foreman 46.49

Millwright-General Foreman 49.66

OPERATING ENGINEER

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1 46.69

Group 2 47.64

Group 3 47.93

Group 4 49.42

Group 5 50.52

Group 6	49.64
Group 7	50.74
Group 8	49.75
Group 9	50.85
Group 10	49.87
Group 11	50.97
Group 12	50.04
Group 13	50.14
Group 14	50.17
Group 15	50.25
Group 16	50.37
Group 17	50.54
Group 18	50.64
Group 19	50.75
Group 20	50.87
Group 21	51.04
Group 22	51.14
Group 23	51.25
Group 24	51.37
Group 25	51.54

Add \$.50 per hour for "Special" Shift

Add \$1.00 per hour for "Multiple" Shift

**OPERATING
CRANES, PILEDIVING, & HOISTING EQUIPMENT**

ENGINEER:

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	48.04
Group 2	48.99
Group 3	49.28
Group 4	49.42
Group 5	49.64
Group 6	49.75
Group 7	49.87
Group 8	50.04
Group 9	50.21
Group 10	51.21
Group 11	52.21
Group 12	53.21
Group 13	54.21

Add \$.50 per hour for "Special" Shift

Add \$1.00 per hour for "Multiple"
Shift

OPERATING ENGINEER-SURVEYOR

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	48.61
Group 2	49.42
Group 3	49.64
Group 4	49.92
Group 5	50.04
Group 6	50.14
Group 7	50.17
Group 8	50.54
Group 9	50.67
Group 10	51.17

OPERATING ENGINEER -TUNNEL

SEE GROUP CLASSIFICATIONS

ADD ZONE RATE

Group 1	48.54
Group 2	49.49
Group 3	49.78
Group 4	49.92
Group 5	50.14
Group 6	50.25
Group 7	50.37
Group 8	50.54

Group 9	50.67
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PAINTER

Painter-Journeyman	39.98
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Painter-Foreman	42.71
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PILEDRIVER

Driverman, Rigman, Bridge and Dock Carpenter	41.95
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Certified Welder	42.45
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Piledriver-Foreman	45.02
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Diver-Diving (wet pay)	80.76
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Stand-By Diver	46.02
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Tender	45.02
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PLASTERER

ADD ZONE RATE

Plasterer-Journeyman	39.21
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Plasterer-Foreman	41.71
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Plasterer-General Foreman	43.46
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PLUMBER/PIPEFITTER

Plumber/Pipefitter-Journeyman	49.07
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Plumber-Foreman	52.50
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Plumber-General Foreman	55.93
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REFRIGERATION

Refrigeration-Journeyman	49.07
Refrigeration-Foreman	52.50
Refrigeration-General Foreman	55.93

ROOFER

(Does not include sheet metal roofs)

Roofer-Journeyman	26.43
Roofer-Foreman	30.53

SHEET METAL WORKER

[SEE AMENDMENT 1](#)

[ADD ZONE RATE](#)

Sheet Metal-Journeyman	50.27
Sheet Metal-Foreman	53.98
Sheet Metal-General Foreman	57.70

SPRINKLER FITTER

Sprinkler Fitter-Journeyman	46.00
Sprinkler Fitter-Foreman	48.25
Sprinkler Fitter-General Foreman	51.00

TAPER

Taper 39.98

**TILE SETTER/TERRAZZO
WORKER/MARBLE MASON**

ADD ZONE RATE

Tile Setter/Terrazzo Worker/Marble
Mason-Finisher 26.07

Tile Setter 35.10

Terrazzo Worker/Marble Mason 37.06

TRAFFIC BARRIER ERECTOR

ADD LABORER ZONE RATE-

Traffic Barrier Erector 37.64

TRUCK DRIVER

ADD ZONE RATE

Group 1 38.48

Group 2 38.58

Group 3 38.79

Group 4 38.97

Group 5 39.12

Group 6 39.47

Foreman \$1.00 above highest paid
journeyman supervised. 40.47

WELL DRILLER

ADD OPERATING ENGINEER ZONE RATE

Well Driller 49.64

EQUIPMENT GREASER (RACK)

Equipment Greaser (rack) 47.93

**EQUIPMENT GREASER
(GREASE TRUCK)**

Equipment Greaser (grease truck) 49.42

**EQUIPMENT GREASER (GREASE
TRUCK/MULTI-SHIFT)**

Equipment Greaser (grease
truck/multi-shift) 50.52

**TUNNEL, EQUIPMENT
GREASER (GREASE TRUCK)**

Tunnel, Equipment Greaser (grease
truck) 50.14

**FIELD SOILS AND MATERIAL
TESTER**

Field Soils and Material Tester 47.64

**FIELD ASPHALTIC CONCRETE (SOILS
AND MATERIAL TESTER)**

Field Asphaltic Concrete (soils and material
tester) 47.64

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
4. The job descriptions set forth or referenced herein supercede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
5. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems

4. Starting up, programming and documenting systems;

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;

7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION INSTALLER/TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

ELECTRONIC COMMUNICATION SENIOR INSTALLER/TECHNICIAN, includes but is not limited to:

May include the duties of the Installer/Technician; working with, supervising, and coordinating the work of the Installer/Technician.

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers

4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;
10. Handling and installation of all electrical equipment, appliances, apparatus and materials at the site of the public work and necessary to the execution of the contract for the public work.

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;

4. Loading and arranging glass, or materials used in lieu thereof, on trucks at the site of the public work;

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

HOD CARRIER-PLASTERER TENDER, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;

10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

LABORER, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;

6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
 - o Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;

- Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
 - Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
 3. Shaping metal over anvils, blocks or forms using a hammer;
 4. Operating soldering and welding equipment to join sheet metal parts;
 5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
 6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;
5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;

2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms.

TILE SETTER, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade.

TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work or between sites of a public work.

(Also, see descriptions listed with Truck Driver rates, if any)

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;

4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.
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GROUP CLASSIFICATIONS

LABORER

Group 1

Construction Clean-Up

Dry packing of concrete & filling of form bolt holes

File grader, highway & street paving, airport runways & similar type heavy construction

Gas & oil pipeline laborer

Guinea chaser

Laborer, demolition or general construction ("General construction" does not include work otherwise classified.)

Laborer, packing rod steel & pans

Laborer, temporary water lines (portable type)

Landscape gardener

Nurseryman

Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and similar type materials

Underground laborer, including caisson bellowers

Scaffold Erector (under 14 ft.)

Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)

Materials Handler – (incidental to trade)

Tool Crib

Light Crib

Light Tool Repairman

Group 2

Asphalt raker, ironer, spreader, luteman

Buggymobile man

Cement dumper (on one yard or larger mixers & handling bulk cement)

Cesspool digger and installer

Chucktender (except tunnels)

Concrete core cutter

Concrete curer, impervious membrane and oiler of all materials

Concrete saw man, excluding tractor type, cutting, scoring old or new concrete

Gas and oil wrapper, pot tender and form man

Making and caulking of all non-metallic pipe joints

Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multiplate and similar mechanical tools not separately

classified herein

Operator of cement grinding machine

Riprap stonepaver

Roto-scraper

Sandblaster (pot tender)

Scaler

Septic tank digger and installer (lead man)

Tank scaler and cleaner

Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

Group 3

Cutting torch operator

Gas and oil pipeline wrapper

Gas and oil pipeline laborer, certified

Jackhammer and/or pavement breaker

Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground tile

Mudcutter

Concrete vibrator operator, all sizes

Rock slinger

Scaler (using bos'n chair or safety belt or power tools)

Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral

Group 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer

Head rock slinger

Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing

Sandblaster (nozzleman)

Steel header-board man

Group 5

Driller (core, diamond or wagon)

Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)

Gas and oil pipeline fusion

Gas and oil pipeline wrappers, 6" pipe and over

Group 6

Miner and Bullgang

Group 7

Asbestos Abatement

Lead Abatement

Hazardous Waste Abatement

Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation

OPERATING ENGINEER, includes but is not limited to:

Group 1

Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to $\frac{3}{4}$ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5

No current classification

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)

Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over $\frac{3}{4}$ yd. and up to and including $1\frac{1}{2}$ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Welder - General

Group 7

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Guniting Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)

Elevating Grader Operator
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)

Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9

Heavy Duty Repairman (Multi-Shift)

Group 10

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B
Bucket or similar types - Watson 3000 or 5000 Auger or similar
types - Texoma 900 Auger or similar types - drilling depth of
105' maximum)

Dual Drum Mixer

Heavy Duty Repairman-Welder Combination

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (Euclid and similar type -
except Quad 9 Cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-Stressed Wrapping Machine Operator (2 Operators required)

Rubber-Tired Earth Moving Equipment Operator (single engine, over
50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine,
Euclid, Caterpillar and similar - over 25 yds. and up to
50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6½ yds.)

Welder-Certified

Woods Mixer Operator (and similar Pugmill equipment)

Group 11

Dynamic Compactor LDC350 (or similar types)

Heavy Duty Repairman-Welder Combination (Multi-Shift)

Welder-Certified (Multi-Shift)

Group 12

Auto Grader Operator

Automatic Slip Form Operator

Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger
200 CA or similar types - Watson, Auger 6000 or similar types-
Hughes Super Duty, Auger 200 or similar types - drilling depth
of 175' maximum)

Hoe Ram or similar with Compressor

Mass Excavator Operator - Less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)

Vermeer Rock Trencher (or similar type)

Group 13

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)

Canal Trimmer Operator

Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19

Rotex Concrete Belt Operator (or similar types)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDIVING AND HOISTING EQUIPMENT

Group 1

Engineer Oiler
Forklift Operator

Group 2

Truck Crane Oiler

Group 3

A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

Group 4

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5

Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6

Bridge Crane Operator
Cretor Crane Operator

Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

Group 7

Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8

Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9

Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).

Group 10

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200

ton M.R.C)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS

Group 1

Chainman

Group 2

Rodman

Group 3

Instrument man

Group IV

Global Position Systems Chainman and Rodman

Hydrographic Engineering Technician I (Chainman)

Group V

Party Chief

Group VI

E.D.M. or Fathometer Instrument man

Group VII

Certified Party Chief

Group VIII

Hydrographic Engineer Party Chief

Group IX

Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group X

Chief of Parties

Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1

Heavy Duty Repairman Helper

Group 2

Skiploader (wheel type up to $\frac{3}{4}$ yd. without attachment)

Group 3

Power - Driver Jumbo Form Setter Operator

Group 4

Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Slip Form Pump Operator (power driven hydraulic lifting device
for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30
tons)

Welder - General

Group 6

Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case
or similar

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd.)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or
similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator
Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

Group 7

Heavy Duty Repairman-Welder Combination

Group 8

No current classification

Group 9

Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1

Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service truck driver, teamster equipment (highest rate paid for dual craft operation), drivers of busses on site used for transportation of up to twenty-five (25) passengers, working flat rack driver.

Group 2

Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation or more than twenty-five (25) passengers).

Group 3

Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 30 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,000 gal but less than 6,000 gal), tire man.

Group 4

Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers of trucks (legal payload capacity 30 tons and over) drivers of fuel and water trucks (6,000 gal and over)

Group 5

Drivers of trucks and trailers in combination (seven axles or more)

Group 6

All Off-road Equipment, Truck Repairman, and Drivers of Road Oil Spreader Trucks

DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem

All off-road equipment for the purposes of these provisions, shall mean any equipment or combination of unladen equipment which cannot be licensed for normal or regular highway use because of width, height or length limitations when measuring the equipment or combination as it is being operated.

ZONE RATES

ZONE RATES ARE APPLICABLE BASED ON DISTANCES TRAVELED TO A PUBLIC WORK JOB SITE BY A WORKMAN.

BRICKLAYER

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	\$0.00
41-50 Miles	\$2.50
51-70 Miles	\$5.00
Over 70 Miles	\$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

CARPENTER

In addition to CARPENTER rates add the applicable amounts per hour, calculated based on a radius from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 30 miles	0.00
Zone 2-30 to 50 miles	1.50
Zone 3-Over 50 miles	3.25

CEMENT MASON

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles	0.00
----------------------	------

Zone 2-20 to 40 miles 1.50
 Zone 3-40 to 60 miles 2.50
 Zone 4-Over 60 miles 3.00

ELECTRICIAN COMMUNICATION TECHNICIAN	
In addition to ELECTRICIAN-Communication Technician rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:	
Zone 1 0-25 miles	0.00
Zone 2 25-55 miles	1.50
Zone 3 55 miles and over	2.50

ELECTRICIAN-WIREMAN

In addition to ELECTRICIAN-Wireman rates add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1-0 to 25 miles 0.00
 Zone 2-25 to 55 miles 1.50
 Zone 3-55 miles and over 2.50

LABORER

In addition to Laborer rates add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 Miles 0.00
 Zone 2-30 to 50 Miles 1.50
 Zone 3-50 Miles and Over 3.25
 Laughlin Area 2.25

MILLWRIGHT

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated based on a radius from Maryland Parkway and Charleston Boulevard, Las Vegas:

Zone 1-0 to 20 miles 0.00
 Zone 2-20 to 40 miles 1.50
 Zone 3-40 miles and over 3.25

OPERATING ENGINEER

In addition to: OPERATING ENGINEER; CRANES, PILEDIVING AND HOISTING EQUIPMENT; SURVEYOR and TUNNEL rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 20 miles 0.00
 Zone 2-20 to 40 miles 2.00

Zone 3-40 to 60 miles	3.00
Zone 4-over 60 miles	3.50

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 30 miles	0.00
Zone 2-30 to 50 miles	1.50
Zone 3-50 to 70 miles	2.50
Zone 4-over 70 miles	3.00

SHEET METAL WORKER

In addition to SHEET METAL WORKER and AIR BALANCE rates add the applicable amounts per hour, calculated on a radius from the City Hall of Las Vegas, Nevada:

Zone 1-0 to 25 miles	0.00
Zone 2-30 to 50 miles	2.50
Zone 3-50 to 100 miles	3.50 (including Laughlin)
Zone 4-over 100 miles	5.00

TILE/TERRAZZO WORKER/MARBLE MASON

In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-50 Miles	Free Zone
51-70 Miles	2.62
Over 70 Miles	5.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

TRUCK DRIVER

In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-0 to 30 miles	0.00
Zone 2-30 to 50 miles	1.50
Zone 3-50 to 70 miles	2.50
Zone 4-Over 70 miles	3.50

Exhibit H

List of City Documents

- 3.** Creation Ordinance to be adopted.
- 4.** Assessment Ordinance to be adopted.
- 5.** Bond Ordinance to be adopted.
- 6.** Purchase Contract between City of Las Vegas, Nevada and Stone and Youngberg, LLC, to be executed.

Exhibit I
Assessment Roll
ASSESSMENT ROLL
City of Las Vegas
Special Improvement District No. 811
Summerlin Village 24

The assessment roll by APN is shown below:

Assessment No.	Assessor Parcel No.	Assessment Amount	Owner Name and Address
1	<u>Village 24</u>	\$ 29,200,000	The Howard Hughes Corporation
			% Rouse Co
	Part of 137-22-000-015	(See Note)	P.O. Box 833
	137-34-415-004		Columbia, MD 21044-0833
	137-34-415-006		
	137-34-415-007		
	137-34-416-001 thru 102		
	164-03-111-002 thru 005		
	164-03-112-001 thru 147		
	164-04-010-001		
	Total Assessment:	<u>\$ 29,200,000</u>	

Note: As described on the attached metes and bounds descriptions. The Assessor parcel numbers are provided for informational purposes only.

SUMMERLIN VILLAGE 24

SID DESCRIPTION

A PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS TOGETHER WITH THE MAPPED AREA OF "SUMMERLIN VILLAGE 24 UNIT NO. 1" ON FILE IN BOOK 131, PAGE 29 OF PLATS IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN SECTION 33 AND THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M, TOGETHER WITH THE NORTHWEST QUARTER (NW 1/4) OF SECTION 3 AND THE NORTH HALF (N 1/2) OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3 AS SHOWN BY SAID PARCEL MAP;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, SOUTH 89°17'20" WEST, 2521.17 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 40°49'30" WEST, 957.02 FEET;

THENCE NORTH 34°24'52" WEST, 228.98 FEE;

THENCE SOUTH 90°00'00" WEST, 367.13 FEET;

THENCE NORTH 40°09'10" WEST, 328.70 FEET;

THENCE NORTH 40°25'07" EAST, 1231.39 FEET;

THENCE FROM A TANGENT BEARING NORTH 20°32'42" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 9500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 08°24'12", AN ARC LENGTH OF 1393.32 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 61°03'06" WEST;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 18°53'09", AN ARC LENGTH OF 988.86 FEET;

THENCE NORTH 10°03'45" EAST, 1094.88 FEET;

THENCE FROM A TANGENT BEARING NORTH 08°49'39" WEST, CURVING TO THE RIGHT ALONG THE ARC OF A 687.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 18°53'24", AN ARC LENGTH OF 226.50 FEET;

THENCE NORTH 10°03'45" EAST, 354.70 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 47.12 FEET;

THENCE NORTH 10°03'45" EAST, 76.00 FEET;

THENCE SOUTH 79°56'15" EAST, 559.12 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 1138.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 24°53'33", AN ARC LENGTH OF 494.41 FEET;

THENCE SOUTH 55°02'42" EAST, 393.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 1062.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 40°35'33", AN ARC LENGTH OF 752.40 FEET;

THENCE NORTH 84°21'45" EAST, 243.74 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 95°00'00", AN ARC LENGTH OF 49.74 FEET;

THENCE NORTH 78°29'35" EAST, 58.68 FEET;

THENCE SOUTH 10°38'15" EAST, 1696.36 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.64 FEET;

THENCE SOUTH 53°04'23" EAST, 343.06 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AS DEDICATED TO NEVADA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT RECORDED DECEMBER 06, 1988 IN BOOK 880606 OF OFFICIAL RECORDS AS INSTRUMENT NO. 00481;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD THE FOLLOWING THREE COURSES;

1) SOUTH 41°55'37" WEST, 236.82 FEET;

2) THENCE NORTH 82°46'06" WEST, 464.52 FEET;

3) THENCE SOUTH 07°13'54" WEST, 100.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD AND CONTINUING SOUTH 07°13'54" WEST, 80.11 FEET;

THENCE SOUTH 83°24'53" WEST, 704.02 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 76°28'41", AN ARC LENGTH OF 667.40 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE AFOREMENTIONED PARCEL 1 (FILE 91, PAGE 28 OF PARCEL MAPS) TO WHICH A RADIAL LINE BEARS NORTH 83°03'49" WEST;

THENCE ALONG SAID SOUTH LINE, NORTH 89°40'23" WEST, 960.64 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 504.97 ACRES.

Exhibit J
Permits Required

Exhibit K
City of Las Vegas
Special Improvement District #811 Information Form

Dear Property Owner,

You are about to purchase a property in Special Improvement District #811 of the City of Las Vegas. Below are some commonly asked questions regarding Special Improvement Districts. Please take the time to read through all of the information. After reading information, please sign, date, and mail the form.

Why was the Improvement District Created?

In September of 2007, the City of Las Vegas issued \$29,200,000 in bonds to fund the acquisition and construction of certain street, water, sewer and drainage improvements specifically benefiting property located in the City's Special Improvement District #811.

What are my assessment installment payments used for?

To repay the principal and interest on the bonds issued to finance the cost of the street, water, sewer and drainage improvements.

Who is responsible for payment?

Each assessment constitutes a lien on the property similar to property tax and must be paid by the property owner.

How often are assessments installments billed?

Assessment installments are billed semi-annually. Assessment payments are due April 1 and October 1 of each year until April 1, 2037. Late Penalties for delinquent installments can be substantial. To avoid late penalties and potential sale and foreclosure proceedings, please pay the minimum amount due prior to the Due Date. Late penalties accrue at the first of each month if payment is not received on or before the Due Date.

Can the assessment be paid in advance?

Yes. The assessment may be paid in full at any time. The current Payoff Amount is indicated on the front of the assessment bill you will receive. This amount is valid only if received on, or prior to, the Due Date. Assessments can also be partially pre-paid. Partial prepayments must be indicated on the payment coupon.

Is there a premium charged for prepaying my assessment?

Yes. The prepayment premium is 3 % of the outstanding principal balance.

What happens if I sell my home?

The remaining assessment is transferred to the new owner at the time of sale.

Are there penalties for failure to pay/underpayment of assessment installments?

Yes, if an assessment payment is not received by the Due Date indicated on the bill, a late penalty of 2% of the total outstanding assessment will be imposed per month. In addition, failure to pay an assessment installment when due may cause the whole amount of the outstanding assessment to become due and payable immediately as a result of the commencement of sale or foreclosure proceedings.

What about Overpayments?

If an overpayment is received, the amount of the overpayment will be credited in the manner indicated on the payment coupon. If no selection is indicated, the overpayment will be applied in accordance with policy established by the City.

Is my assessment limited to the property I own?

Yes. The assessment levied on any property owner's parcel is limited to that individual piece of property. As a property owner, you will never be liable for any other owners' assessments.

Where can I get further information about the Improvement District or my bill? Call (702) 229-4942.

PLEASE SIGN BELOW.

Buyer: _____ Date: _____ Principal Amount Assumed: \$ _____

APN: _____

Title Company: _____ Date: _____

Please mail original signed copy to:

City of Las Vegas-Summerlin, Treasurer's Office, 400 Stewart Ave., Las Vegas, NV 89101

Exhibit L

Developer Payment Request Form

Date: _____

To: Department of Public Works

Attn: Michael Thompson

400 Stewart Avenue

Las Vegas, NV 89101

Dear Mr. Thompson:

Attached please find documentation [including lien releases] evidencing a payment request in the total amount of \$_____. The payment request is as contemplated by described in the Financing Agreement for the expenses and costs heretofore paid by the Developer and listed in the attached itemized statement, as contemplated by the Development and Financing Agreement between us and the City of Las Vegas dated _____, 2007: (itemize and detail expenses or costs on an attached sheet(s))

Please remit payment to the following party and address:

Thank you.

THE HOWARD HUGHES CORPORATION

By: _____

Title: _____

Approved for payment:

[Engineering Representative of City]

Date: _____

[Finance Representative of City]

Date: _____

Exhibit M

Form of Rouse Guaranty

GUARANTY

This Guaranty (“**Guaranty**”) is made and entered into as of the ___ day of June, 2007, by The Rouse Company (“**Guarantor**”), and delivered to the City of Las Vegas (“**City**”), a political subdivision of the State of Nevada, with respect to the following facts and circumstances:

A. The City of Las Vegas City Council proposes to establish City of Las Vegas, Nevada, Improvement District No. 811 (Summerlin Village 24) (the “**District**”) pursuant to Chapter 271 of the Nevada Revised Statutes (“**NRS**”) and to sell certain limited obligation special assessment bonds (the “**Bonds**”) for the purpose of constructing certain public improvements in the District.

B. In order to provide moneys for the payment of principal, interest and premium, if any, on the Bonds, The Howard Hughes Corporation, a Delaware corporation (“**Developer**”), as the property owner in the District or the irrevocably appointed and authorized agent of the contract owner of the property for the purpose of executing any agreement on behalf of the contract owner in connection with the establishment of the District, was required, pursuant to NRS 271.710 and 271.720 to enter into a written agreement for the acquisition or construction, or both, of such public improvements, designated in connection with the District as the “**Development and Financing Agreement**” and dated as of June __, 2007 (the “**Agreement**”), by and between Developer and the City. The Agreement provides for assessments, as more specifically described in the Agreement, on the property within the District, which constitute a lien on such property (the “**Assessment**” or “**Assessments**”).

C. Any terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

In consideration of the City’s issuance of the Bonds to finance improvements, Guarantor has agreed, at the request of Developer and the City, to guarantee unconditionally certain terms of the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor, as a separate and independent obligation of Guarantor to the City, agrees with the City as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor makes the following representations and warranties which shall be continuing representations and warranties as long as any of Developer’s obligations to perform under Articles 1 and 3 of the Agreement have not been fully and satisfactorily performed.

Section 1.01 Guarantee Binding. This Guaranty is a valid and legally binding obligation of Guarantor enforceable in accordance with its terms.

Section 1.02 No Conflict. The execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor or Developer is a party.

ARTICLE II. GUARANTY

Section 2.01 Guaranty. Guarantor unconditionally guarantees and promises to:

(1) In the event Developer fails to do so, pay all costs of engineering design, appraisals, environmental work, property acquisition, title work and engineering services for the Project for which Developer is obligated under the Agreement and which are incurred or due and payable prior to the time Bonds are issued for the District or in the event bonds are not issued.

(2) In the event the cost of construction together with all other costs paid from the proceeds of the Bonds issued for the District exceeds the amount of the proceeds of those Bonds available for payment of those costs, and should Developer fail to do so, pay in cash the amount of any such cost overruns when due;

(3) In the event Developer fails to do so, and other moneys are not available for payment of such costs, remedy any defects in any subproject and pay for any damage to other work resulting therefrom which shall appear within one (1) year from the date of transfer of title of that subproject to the City, LVVWD or CCSD, whichever is applicable, or such longer periods as may be required by the City, LVVWD or CCSD.

(4) In the event Developer fails to do so, protect and indemnify and hold the City, its officers or employees and agents and each of them harmless as provided in Article 3 of the Agreement.

Section 2.02 Limitation. This Guaranty extends to those obligations of the Developer which are described in Section 3.13 of the Agreement as being personal obligations of the Developer, but does not extend to those assessment obligations described in that Section 3.13 of the Agreement as relating only to the Developer's property.

ARTICLE III. MISCELLANEOUS

Section 3.01 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Nevada. In the event that the City in its sole and absolute discretion, determines that it is necessary to enforce its rights hereunder through litigation, Guarantor hereby consents to the jurisdiction of any federal or state court in the State of Nevada over such litigation. The parties stipulate to venue in such courts in Clark County, Nevada.

Section 3.02 Modification. The parties to the Agreement shall not enter into any alteration or modification thereof which would in any way increase the extent of the Guarantor's obligations hereunder, or which would make performance by the Developer more difficult, without first obtaining Guarantor's written consent. Guarantor shall have the benefit of any modification of the obligations of Developer under the Agreement, and shall also have the

benefit of any settlement, compromise, or adjustment of any claims of City arising out of the Agreement.

Section 3.03 Waivers. Guarantor waives any right to require the City to proceed against any other person liable for performance guaranteed hereby, to proceed against or exhaust any security held from any other person or to pursue any other remedy, including without limitation any remedy against Developer, and Guarantor understands and acknowledges that any demand upon Guarantor to perform under this Guaranty may, at the sole and absolute option of the City, be enforced against Guarantor as a separate and independent action apart from the obligation of the Developer that is secured by this Guaranty. Guarantor understands and acknowledges that NRS 40.430 does not apply to this Guaranty, and if it should ever be interpreted as applying, Guarantor specifically waives any right that it may otherwise have under and by virtue of NRS 40.430. The City may, at its election, exercise any right or remedy it may have against any other person or any security held by the City, without affecting or impairing in any way the liability of Guarantor hereunder, except to the extent the obligations guaranteed hereby are fully and satisfactorily performed, and Guarantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement, contribution or subrogation or any other right or remedy of Guarantor against any security whether resulting from such election by the City or otherwise.

Section 3.04 Notice. All notices, demands, instructions, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the CITY:	City of Las Vegas, Nevada c/o City Manager 400 East Stewart Las Vegas, NV 89101
If to the DEVELOPER:	Howard Hughes Properties, Inc. % Kevin T. Orrock The Howard Hughes Corporation 10000 West Charleston Boulevard, Suite 200 Las Vegas, Nevada 89135-1004
If to the GUARANTOR:	The Rouse Company Attn: General Counsel 10275 Little Patuxent Parkway Columbia, Maryland 21044-3456

If any notice hereunder is given to the City, a copy shall be forwarded by first class mail, postage prepaid, to the City's Director of Public Works and City Counsel at: % Director of Public Works, 400 East Stewart Avenue, Las Vegas, NV 89101 and % City Attorney, 400 East Stewart Avenue, Las Vegas, NV 89101.

If notice hereunder is given to the DEVELOPER, a copy should be forwarded by first-class mail, postage prepaid, to the DEVELOPER's counsel as follows: General Counsel, The Howard Hughes Corporation, 10000 West Charleston Boulevard, Suite 200, Las Vegas, Nevada 89135-1004.

THE ROUSE COMPANY

By: _____

Its: _____